



## Deposit Account Agreement and Privacy Notice

Thank you for choosing Pathfinder Bank for your banking needs. This document serves as your Deposit Account Agreement or contract with us. The Deposit Account Agreement may include the following additional documents related to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal Account Disclosures and Fee Schedule
- Business Account Disclosures and Fee Schedule
- Additional disclosures, such as amendments or agreements, that we may provide to you either upon account opening or when modifying the account terms.

It is recommended to retain a copy of this agreement, however we update it regularly. You can access the most recent version on our website, by visiting a branch, or by requesting it when you contact us.

### Contact Us

**By Phone:** 315-343-0057 or 1-800-811-5620

**By Email:** [contactus@pathfinderbank.com](mailto:contactus@pathfinderbank.com)

**Website:** [www.pathfinderbank.com](http://www.pathfinderbank.com)

**By Mail:** Pathfinder Bank  
214 West 1st Street, Oswego, NY 13126

**EFTs:** In case of errors or questions about your electronic transfers, call us at (315) 343-0057 or 1-800-811-5620

**Lost or Stolen Debit Card:** 1-800-472-3272  
or 973-682-2652 (outside the US)

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# Deposit Account Agreement

This agreement is the contract that governs your account. Your account shall be subject to the rules, regulations and by-laws of Pathfinder Bank, the NYS Department of Financial Services and the Federal Deposit Insurance Corporation, and any other laws applicable thereto.

Whether you hold a personal or business deposit account, this document serves as the fundamental agreement between you and Pathfinder Bank (the Bank). By signing a signature card, submitting an account application, or utilizing any of our deposit account services, you and any other identified account owners are bound by the terms outlined in this agreement. Please note that if you have a non-deposit account product, like a credit card, this agreement does not cover it. Additional agreements may apply to other products or services, such as online banking or retirement accounts. If there is a conflict between this agreement and any other Pathfinder Bank agreements, this agreement takes precedence unless stated otherwise.

This agreement may reference other disclosures that we may provide to you, including (1) product information, (2) rate information, (3) fees and service charges, and (4) other disclosures, agreements and revisions that we may provide to you. These disclosures may contain information about fees that apply to your accounts.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. When you open a personal account, we will ask for your name, residential address, date of birth, social security number and other identifying information, which will allow us to verify your identity. When you open a business account, we will ask for your business name, tax identification number and business address, which will allow us to verify your business. You must notify the bank should any of the information you provided at account opening changes. Failure to notify us of changes to your personal information could result in holds to your accounts and/or interruption in the delivery of your monthly account statements.

## I. Definitions

The following terms may be used throughout this agreement:

**Account:** Any deposit account, such as a checking or savings account, that you have with the Bank which is covered by this agreement.

**ACH (Automatic Clearing House):** ACH, also referred to as an automatic payment, are funds that are transferred to and from your account through an automated clearing house network. Examples include: direct deposit of payroll, government benefits, pensions and tax refunds.

**Actual Balance:** The total amount of money shown in your account, which includes funds not immediately accessible for your use. This includes pending transactions, authorization holds awaiting posting, or deposits not yet cleared. This balance can be found on receipts you receive at the ATM, from a branch representative and in online and mobile banking.

**ATM (Automated Teller Machine):** An electronic banking outlet that enables customers to conduct basic transactions, such as withdrawals or balance inquiries, without the assistance of a branch representative or teller. Anyone with an ATM or debit card can withdraw cash from most ATMs, whether located in the U.S. or abroad.

**APY (Annual Percentage Yield):** APY is the measure of how much interest an account will earn if the funds on deposit and all credited interest remains in the account for a full year, and the interest rate remains the same throughout the year.

**Available Balance:** The amount of money in your account that is available to use right now. This balance can be found on receipts you receive at the ATM, from a branch representative and in online and mobile banking.

To calculate your available balance, starting with the end of day balance for the previous day:

1. Add any pending credit transactions
2. Subtract any pending debit transactions, deposits that are not yet available for withdrawal, and any holds on your account.

**Business Day:** Every day is a business day except for Saturdays, Sundays and federal holidays. Some branches may close on a business day due to emergency. In case of emergency, closure details may be posted on [www.pathfinderbank.com](http://www.pathfinderbank.com).

**Check:** A written order to pay a specified amount of money drawn on, payable through, payable at or processed by a bank or other financial institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

**Debit Card Transaction:** Any purchase or payment made using your debit card. A debit card transaction can either be an everyday, one-time purchase or a recurring payment like a monthly bill.

**Direct Deposit:** An automatic electronic deposit processed via the ACH network into your account, often done by a third party like an employer for payroll or a government for benefits.

**Interest Rate:** The rate we pay on your account that does not include compound interest, which is interest paid on interest you've earned.

**Transaction (also referred to as Item):** A range of activities such as checks, ACH transfers, online banking transactions, wire transfers, teller cash withdrawals, ATM withdrawals, debit card purchases, fees, charges, or any other instructions that affect your balance, regardless of whether the transaction is processed or settled by the Bank.

**Overdraft:** The excess amount of any transaction(s) that would surpass the balance in your account, whether authorized or presented for settlement during our nightly processing. Having a negative balance in your account means it is overdrawn.

**PIN:** A personal identification number (PIN) is a four-digit code that you choose or obtain from us for your debit or ATM card. When using a debit card, some merchants and all ATMs will ask for your PIN.

## II. Personal Accounts

If your account falls under the category of "Personal Accounts" as outlined in our product information, you agree that it will not be utilized for business activities. The ownership of your account is identified by the latest signature card. However, we may refer to the account ownership details in our deposit system unless informed otherwise about any disparities between the most recent signature card and the deposit system information.

The ownership type of your account could impact how your funds are distributed upon your death, regardless of what your will specifies. It is recommended to seek guidance from your estate planning advisor or attorney regarding your options.

### Solely Owned Accounts

When an account lists only one individual as the owner, we will consider it a solely owned account.

### Joint Accounts

When two or more individuals are named as owners of a personal account, it becomes a "joint account," and each owner becomes a "joint owner." Each joint owner has full control over all the funds in the account. The following is to inform joint owners of the relationship and consequences between the parties in the joint account:

- a. that such deposit, and any additions thereto, shall become the property of each owner as joint tenants and, as such, that the depository may release the entire account to any owner during the lifetime of all owners;
- b. that the depository may honor checks or orders drawn by, or withdrawal requests from, any owner during the lifetime of all owners;
- c. that the depository may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account;
- d. that the depository may honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s);
- e. the depository may treat the account as the sole property of the survivor(s) after the death of any owner;
- f. unless the depository receives written notice signed by any owner not to pay or deliver any joint deposit, or addition or accrual thereon, the depository shall not

- be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, and owner; and
- g. after the receipt of the notice referred to in subdivision (f) of this section, the depository may require the written authorization of any or all joint owners for any further payments or deliveries.

### **Power of Attorney**

A power of attorney document allows someone else, known as the agent, to act on your behalf. By granting this authority, the agent can perform tasks on your behalf, such as managing the account, making withdrawals or signing checks. It is crucial to only sign a power of attorney if you have complete trust in the agent to act in your best interests. If you wish to designate an agent, you must provide an acceptable power of attorney form for our approval. We may rely on a copy of the original document and are not obligated to investigate its authenticity or the agent's ongoing authority. Our actions in following or declining the agent's directives, particularly in cases of suspected fraud or abuse, are at our discretion unless state law dictates otherwise. While we reserve the right to reject an agent's request to join an account or become a beneficiary, we bear no responsibility for any resulting consequences. We are not liable for complying or not complying with an agent's instructions, even if the agent misuses their authority. The agent's power of attorney ceases upon the death of the account owner.

### **Beneficiaries**

You may establish beneficiaries for your account without presenting formal trust documents. If we receive proof you've passed away, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares of the remaining balance of the account.

### **Representative Payee/Custodian Accounts**

When opening an account as a "representative payee" for someone who receives Social Security payments or as a legal custodian, spouse payee, or other custodian for an individual who receives Veterans Administration payments, you agree not to accept any deposits into the account aside from the specified payments. We are not obligated to verify additional deposits or the purpose of withdrawals from the account for the beneficiary's support. In the event of the beneficiary's passing, you must promptly inform us and cease all financial transactions from the account. If the government requests reimbursement for deposits made after the beneficiary's death and the account lacks sufficient funds, we reserve the right to withdraw funds from any account under your or the beneficiary's name.

### **Other Fiduciary Accounts**

When opening an estate, trust, guardianship, conservatorship, or a similar account, we may request documents to verify your authorization to operate the account, including withdrawing the funds. Until all necessary documents are provided, withdrawals may not be permitted. As the trustee, executor, guardian, conservator, or beneficial owner of the account, we do not hold any fiduciary responsibilities towards you.

### **Uniform Transfers to Minors Act (UTMA) Accounts**

The designated minor is the owner of the funds in the account, and any transferred funds are owned by the minor permanently. UTMA accounts cannot be used as collateral for personal loans, and checks cannot be cashed against them. As the custodian or successor custodian of an account under UTMA, you are responsible for managing the account according to state laws, including:

- a. Using the account solely for the minor's benefit
- b. Transferring assets to the beneficiary when the UTMA ends

It is your duty as a custodian to seek advice from a legal or tax advisor regarding state laws. We reserve the right to restrict account transactions if you fail to transfer funds to the beneficiary as required by law. By agreeing to these terms, you agree to indemnify us and protect us from any liability, including claims from the beneficiary, arising from following instructions related to the account.

## **III. Business Accounts**

If your account falls under the category of "Business Accounts" as outlined in our product information, you agree that it will not be utilized for personal purposes.

If our records indicate a business organization as the account owner, all payments, checks and deposits should be made to the business organization and not to any individual director, shareholder, member, or partner. The term "business organization" encompasses corporations, unincorporated associations, limited liability companies, partnerships, and other business, government, or non-profit entities. We will trust the accuracy and completeness of all resolutions, signature cards, and other documents provided for the account. If these documents specify that an individual is authorized to sign checks or initiate transactions, that individual is referred to as a signer.

If there are changes in ownership of a business or in authorized signers, you must notify the Bank when the change occurs.

An authorized signer has the right to endorse checks payable to the company. "For Deposit Only" endorsements can be written or stamped. The signer is also permitted to sign checks from the account. We have the authority to honor checks without inquiring about their issuance or how the funds will be utilized, even if the check is made payable of the individual who signed it. An authorized signer can direct us to close accounts, handle any account-related tasks, sign agreements, and complete documents pertaining to accounts or other business matters.

If the account owner operates as a sole proprietorship (DBA: Doing Business As), it indicates that an individual runs the business as their personal property rather than under a formal business entity. A sole proprietor can authorize signers by completing the necessary documentation. Authorized signers access to the account ceases upon the death of the sole proprietor.

By opening an attorney trust account, such as an IOLA or a similar account, you give us permission to inform the relevant state agency in case of account overdrafts or dishonored checks, as mandated by the state regulations.

Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through business accounts. This prohibition became effective June 1, 2010.

## **IV. Terms and Conditions of Your Account**

### **Endorsements and Endorsement Requirements**

An endorsement on a check can be a signature, stamp, or any mark indicating the transfer of the check to another person. If a deposited check lacks your endorsement, we may endorse it on your behalf or handle it as if we had endorsed it. In either case, the outcome will be equivalent to you endorsing the check. Furthermore, any deposited check with a stamped or facsimile endorsement resembling yours will be treated as though you personally endorsed it. We are not obligated by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement labeled "without recourse."

To ensure prompt processing of deposited or cashed checks, your endorsement (as well as any other co-payee endorsements) should be within the 1½-inch area starting from the right side when viewed from the back. Please refrain from placing payee or customer details in other areas on the back of the check. Checks deposited using Mobile Deposit require that "Mobile Deposit" be written under your signature. If a check has a "Mobile Deposit" checkbox on the front or back, that must also be checked if using Mobile Deposit. Incorrect endorsement that results in a loss, cost, or expense for us will require you to cover that amount.

### **Direct Deposits**

Upon receiving an electronic deposit into your account, the only notification you will receive from us will be on your next account statement. To verify the deposit, you may check your account in online or mobile banking, set up Account Alerts in online banking, or contact us directly. If the sending bank notifies us of an error or that the deposit was meant for a different customer or account, we may deduct the amount from your balance without further inquiry.

### **Crediting of Deposits**

Funds deposited to your account, cash and non-cash items, will be credited to your account on the business day deposited. There is no limit to the number of deposits you can make to the account.

## Withdrawals and Posting Order

Pathfinder Bank posts credits first, then debits when received via ACH. Other items, such as ATM transactions and point of sale transactions when your PIN is used post as the transactions occur. Pinless transactions, such as debit card purchases that you perform as credit post to your account when we receive the transaction from the merchant and will post to your account anytime throughout the day. Checks and other written orders drawn on funds in your account will be charged against the account the same day presented for payment. Checks and drafts received through the clearing system will be posted to your account in the order that they are presented to the financial institution. There is no limit to the number of withdrawal that you can make from the account. The cost of any personalized checks will be automatically deducted from your account.

## Post Dated Checks and Stale Dated Checks

The bank may certify or pay a check before the date written on it and charge your account without being liable to you. The bank can also refuse to pay a post-dated check before its date. The bank may dishonor and return unpaid other items drawn, accepted or made by you, as a consequence of the bank having certified or paid a post-dated item.

The bank is not required to pay an uncertified check six months after its date. The bank may pay it, however, and not be liable to you.

## Right of Set Off-Returned Items

If a check or other written order received for deposit or collection is subsequently dishonored and returned for any reason, the amount of the check or other written order of withdrawal will be withdrawn from your account. A service charge will also be withdrawn from your account. An exception would apply to any deposit account into which Social Security or Supplementary Security Income payments are deposited.

## Stop Payment Orders

The bank will honor a stop payment order provided the check or order of withdrawal has not been paid and sufficient funds are on deposit in the account. The person(s) having the right to draw funds on the account must complete and sign a Stop Payment Order form. Refer to Fee Schedule for applicable fees.

## Interest on Checking and Savings Accounts

If you open a checking or savings account that pays interest, you will be provided with a rate sheet that outlines the current interest rate and APY for the account. This rate sheet is considered part of this agreement. The interest rate of your account is determined at the discretion of the bank and is subject to change at the discretion of the Bank. The Interest Rate and APY on your account are dependent upon the daily balance in your account. The APY disclosed is the measure of how much interest an account will earn if the funds on deposit and all credited interest remain on deposit for a full year, and the interest rate remains the same throughout the year.

For cash deposits, wire transfers and electronic direct deposits, interest will begin to accrue on the business day of your deposit. For non-cash deposits, interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example: checks).

We use the daily balance method to calculate the interest earned on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will be compounded on a daily basis (365/365 day year, 366 day leap year) and will be credited to your account on the last business day of each month and on the maturity date of your account.

## Account Statements for Checking and Savings Accounts

You will receive your monthly statement at the end of each month reporting all transactions affecting your account within the monthly statement cycle. A per statement fee will be assessed each month you receive a paper statement for a checking account. Images of checks paid are also available. Please refer to the Account Disclosures and Fee Schedule.

## Effects of Closing an Account

You may close your account at any time, provided funds on deposit are not being held as a result of legal action or uncollected deposited checks. Any items presented after the account has been closed will be returned unpaid. If you close your account within the first six months of opening a fee will be imposed. The bank may close your account for good reason at any time. If we close your account, you will receive the accrued interest and all funds on deposit. We will notify you in writing and may mail you our official bank check for the account balance.

## Automatic Closing of Your Account

Your account will be automatically closed by the bank if we have not received a response to our written notification informing you of the following:

- a. Your account remains inactive for 12 months. Any funds on deposit will be forwarded to you upon your written request;
- b. Your account maintains a zero balance for 30 days or more;
- c. Your account balance becomes negative and remains negative for 35 days after you have received written notification of your negative balance.

You will receive written notification informing you of the account closing. We may advise consumer reporting agencies of accounts closed for misuse, such as overdrafts.

## Refusal to Permit Withdrawals

Withdrawals from your account may be refused if:

- a. You do not present an acceptable negotiable order of withdrawal to the bank.
- b. The withdrawal would consist of funds deposited to the account in the form of a check and not yet available for withdrawal.
- c. There is a dispute about the account – unless a court has ordered us to permit the withdrawal.
- d. A court has ordered us not to permit the withdrawal.
- e. The account is pledged as collateral.
- f. The withdrawal would consist of funds we have been ordered to pay or hold for a creditor other than the bank.
- g. The withdrawal would consist of funds we have transferred out of the account to pay an overdue debt owed to us.
- h. Any document or identification we require or the law requires in connection with the withdrawal has not been presented to us.
- i. Someone in whose name the account is opened requests us not to permit the withdrawal.
- j. If an equipment problem in the bank prevents determining the availability of funds.

## Dormancy

New York State law requires the bank to send to the State as abandoned property the balance of certain accounts on which there has been no activity for three consecutive years. Your account will be considered dormant if for three consecutive years:

- a. A deposit has not been made to your account or a withdrawal has not been made from your account; or
- b. We have not received a document indicating that someone legally entitled to the funds in the account is aware of the account's existence. This notification must be signed and the bank must be satisfied that the signature is genuine.
- c. Your passbook, if applicable, has not been presented to us for updating.

If funds are released to the State as abandoned property you may reclaim these funds from the OFFICE OF THE STATE COMPTROLLER, OFFICE OF UNCLAIMED FUNDS; 110 STATE STREET, ALBANY NY 12236.

## Indemnity

If there is a conflict between written information stated in any bank agreement or brochure and oral information provided by a bank employee, the written information will prevail. The bank may refuse to follow any depositor instructions that we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the bank from any loss and expense incurred in following such instructions.

### Changes in Terms

The bank may change these rules and regulations and add new rules and regulations from time to time. The bank may also change the minimum balance requirements, the fees and service charges and the banking hours from time to time. Each of these changes will be binding on you and your account when we post a notice in all offices of the bank or when we mail you written notice of the change. The notices will state the effective date of the change. Copies of revised policies will be available at all bank offices.

### Reclassification

For regulatory and accounting purposes, we may internally classify portions of customer checking accounts within two sub-accounts: a checking sub-account and a savings sub-account. For interest bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both sub-accounts. For non-interest bearing accounts, we do not pay interest on either sub-account. Subject to applicable law, we may transfer funds between these sub-accounts. We record the sub-accounts and any transfers between them on our internal accounting records only. The sub-accounts are subject to the same terms as the checking and savings accounts described in our Account Disclosures herein. This internal process will not affect the interest you may earn, your FDIC insurance protection, or your monthly statement(s). Reclassification applies to our interest and non-interest bearing checking accounts described in the Account Disclosures herein.

## V. Terms and Conditions of Your Certificate of Deposit (CD)

A certificate of deposit, known as a CD, is a deposit account held with the Bank for a set period of time. This disclosure pertains to both retirement and non-retirement CD options. When you open a CD, you commit to keeping the deposited amount (principal) in the account. If a check deposit is made at the CD's opening or during renewal and the check bounces, the amount will be deducted from the CD balance. The CD will remain open with the reduced balance if funds are left. If the balance reaches zero after deducting the bounced check, the CD will be closed. In the event of a negative balance post-deduction, immediate repayment of the overdraft is required. The following items refer specifically to Certificates of Deposit and do not apply to checking or savings accounts.

### Term and Transaction Limitations

The term is the number of days, months or years that you agree to keep your money on deposit in the CD. Withdrawal or closure before the end of a CD term can result in withdrawal penalties. No additional deposits may be made to the CD after its initial opening amount until the maturity date.

### Maturity Date and Grace Period

The maturity date is the last day of your CD's term. The grace period is the 10 calendar days after the maturity date for CDs with a term longer than 30 days. You may change the term of your CD, make additional deposits (non-retirement CDs only), or withdraw funds from your CD without penalty on the maturity date and during the 10 day grace period.

### Automatic Renewal

Your account will automatically renew at maturity. If, at maturity or on subsequent maturities of your account, we are not offering a certificate of deposit account for your term, the new maturity date will be determined by using the nearest longer period of time for which we are offering certificate of deposit accounts. In no event shall the length of the term be 18 months longer than your original or subsequent renewal term. For CDs longer than 30 days: you will be mailed a maturity notice not less than 14 and not more than 30 days prior to the expiration of the term of the deposit.

### Interest and Annual Percentage Yield (APY) on a CD

The interest rate on your CD is determined at the discretion of the bank. Once your account is opened, the interest rate will remain in effect until the maturity date. We use the daily balance method to calculate the interest earned on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will be compounded on a daily basis (365/365 day year, 366 day leap year) and will be credited to your account on the last business day of each month and on the maturity date of your account. For 30 Day CDs, interest will be credited to your account on the maturity date only.

The APY disclosed assumes principal and interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings. The APY disclosed is rounded to the nearest one-hundredth of one percentage point (0.01) and expressed to two decimal places.

### Account Statements for CDs

For all certificates that are longer than 30 days you will receive quarterly statements on the last business day of each quarter ending March, June, September and December month reporting all transactions affecting your account within the quarterly statement cycle. 30 Day certificates will receive a statement at the end of each month reporting all transactions affecting your account within the monthly statement cycle.

## VI. Disclosure Statement For Electronic Fund Transfer

The law requires certain consumer protections regarding electronic funds transfers. Many Consumer protections are not required for business accounts. Nevertheless, Pathfinder has agreed to extend some of the protections to our business customers provided they agree to certain procedures. Accordingly both consumer and business account holders should familiarize themselves with the following disclosure. Should you have questions about your particular account type, please feel free to contact us.

### Terms and Conditions

We are pleased that you have chosen to take advantage of the convenience provided by our EFT services and supply this Statement so you can familiarize yourself with the operational and legal functions of these services. Please read this Statement carefully as it contains important information about electronic funds transfer (EFT). Retain this along with your other account records in case you have any questions in the future. In this Statement, the words "you", "your" and "yours" mean any holder or other authorized user of EFT services. The words "we" and "us" mean Pathfinder Bank. "Checking Account" means your NOW account, Money Management Account or checking account. "EFT Terminal" means an electronic funds transfer terminal; this includes automated teller machines (ATM), point-of-sale terminals (POS), and other EFT devices. "Pathfinder ATM or Debit Card" means a magnetically encoded banking card provided to you by us. "PIN" means the personal identification number assigned to you for use with your Pathfinder ATM or Debit card.

### ATM and Debit Cards

Each ATM or Debit card issued to you is our property and may be cancelled or repossessed by us at any time, with or without cause. You must surrender to us on demand each ATM or Debit card issued to you. If you permit or authorize other persons to use your Card and PIN, you will be liable on or for the resulting transactions. To guard against anyone making a transaction that you have not authorized, you should take all reasonable precautions to prevent any other person from learning your PIN. Your ATM or Debit Card cannot be used for illegal transactions.

### Types of Transactions

You may authorize electronic fund transfers to or from your savings account, and/or your checking account: (a) To accept deposit transactions to your account for Direct Deposit of Social Security, pensions, payroll, and other allowable credits, (b) To make payments to a loan you may owe us, (c) To make payments to insurance companies and other allowable debit payments. You may use your Pathfinder ATM or Debit Card with your PIN to: (a) Withdraw cash from your checking or savings account, (b) Make deposits to your checking or savings account, (c) Transfer funds between your checking and savings account, (d) Purchase goods or services at places that have agreed to accept the Pathfinder ATM or Debit Card, (e) Perform other Pathfinder ATM or Debit Card services as may be available from time to time, and for which we will send separate notification to amend this Statement.

### Limitations

There may be a limit on the amount of deposits, withdrawals, or transfers made from your checking, savings, or MMDA account. There may be a limit, by law, to the number

of preauthorized or automatic transfers per statement cycle against your savings account. Some of these services may not be available to you at all EFT Terminals. If you have more than one account with us, some of these services may not be available for each account.

The following are the maximum amounts you can use your ATM/debit card to make withdrawals and purchase goods and services per business day. These limits are based on the type of card you use, not the type of account you have. If your available balance is less than the specified amounts, your available balance becomes the maximum amount that can be used per business day. You may contact us to request a change to the below limits (subject to approval).

CARD TYPE	ATM WITHDRAWALS	IN-PERSON (PIN or Signature Based)	NOT PRESENT (Online or Phone)
Pathfinder ATM Card	\$300	\$300*	N/A
Pathfinder Personal Debit Card	\$1,000	\$5,000	\$5,000
Pathfinder HSA Debit Card	\$300	\$10,000	\$10,000
Pathfinder Business Debit Card	\$2,000	\$10,000	\$10,000

\*ATM transactions may be PIN-based only

Every day is a business day, except that Saturday, Sunday and Monday are treated as a single processing day. For security reasons, there are other limits on the number, type and size of transfers or withdrawals you can make using your Pathfinder ATM or Debit Card. In all cases, you agree to be responsible for all transfers or purchases authorized by you or from which you receive any benefit. If the EFT Terminal is "off-line" you may not be able to withdraw cash, transfer money between your accounts or make purchases.

### Pinless Debits

Your Visa card allows you to conduct transactions on debit networks, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

### Deposits

Our general policy is to make funds from your deposit available to you on the 2<sup>nd</sup> business day following your deposit. At that time you can withdraw the funds in cash and we will use the funds to pay checks you have written. For determining the availability of your deposits made at Pathfinder Bank ATM locations accepting deposits, every day is a business day except Saturday, Sunday and Federal Holidays. If you make a deposit before 3:00 P.M. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Refer to the Funds Availability Policy Statement for hold schedules.

### Transaction Fees/Charges

There are no charges imposed for preauthorized transfers made to or from your account except as noted below. There are no charges for using your Pathfinder ATM or Debit Card at any Pathfinder Bank ATM location. Visit our website, [www.pathfinderbank.com](http://www.pathfinderbank.com), or come in to one of our branch locations for a listing of ATM locations. Refer to your account disclosure and Schedule of Fees and Service Charges for basic account charges and transactions at other ATM locations. A fee will be imposed if a preauthorized payment is presented to Pathfinder Bank against non-sufficient (NSF) or uncollected (UNF) funds in either your savings account or checking account. Refer to the Fee Schedule for applicable fees.

### Documentation of Transfers

Your Right to Receive Documentation Of Transfers:

- Preauthorized credits – If you have preauthorized direct deposits credited to your account(s) at least once every 60 days from the same person, company, or government agency, you can inquire to see if your deposit has been made by calling (315) 343-0057.
- Intra-institutional Transfers – No periodic statement will be provided for preauthorized transfers from your account(s) when the transfer is to pay a deposit account or loan you hold with us.
- Passbook Accounts – Transfers made to or from your passbook account will be recorded on your passbook each time you bring your passbook to the bank. We recommend updating your passbook monthly.
- You will get a receipt at the time you make a transfer to or from your account using an EFT Terminal.
- You will receive a monthly statement for your checking and statement savings account.

### Stop Payment of Preauthorized Transfers

Your Right to Stop Payment of Preauthorized Transfers, Procedures for Doing so, Right to Receive Notice of Varying Amounts and the Bank's Liability for Failure to Stop Payment:

- Your right to stop payment and procedures for doing so - If you have told us in advance to make regular payments from your account, you can stop any of these payments by telephoning the bank at (315) 343-0057 or visiting or writing the Main Office, Attn: Electronic Commerce, 214 West First Street, Oswego, NY 13126. Your request must be received 3 business days or more before the payment is scheduled to be made. If you telephone, the bank also requires a written request from you within 14 days after your telephone call. You will be charged a fee for each stop payment order you request. Refer to the schedule of fees and service charges for applicable fees or charges.
- Notice of varying amounts – If regular payments may vary on amount, the person, company or government agency receiving payment will tell you 10 days before each payment, when it will be made and the amount it will be. You may choose to receive this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you have set. At least 21 days in advance of the scheduled payment due date, if the payment varies due to an ARM mortgage, you will be notified, by mail, of the new payment amount.
- Liability for failure to stop payment of preauthorized transaction – If you order the bank to stop payment on an EFT transfer 3 business days or more prior to the scheduled transfer and the bank has not placed the stop payment, the bank will be responsible for your losses and damages.

### Bank's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for instance: (a) If through no fault of ours, you do not have enough money in your account to make the transfer; (b) If, in the case of preauthorized credit to your account, a third party does not send your money to us on time or does not send the correct amount; (c) If a withdrawal would consist of money deposited in the form of a check or other order and not yet available for withdrawal; (d) If the withdrawal would consist of money we have been ordered to pay or hold for someone else; (e) If a court has ordered us not to allow a withdrawal; (f) If the withdrawal amount would consist of funds in an account pledged as collateral for a debt; (g) If an owner of the account dies and we have not received all documents required by law; (h) If another owner of a joint account tells us not to allow a withdrawal; (i) If there is a dispute about the amount of the transfer; (j) If the transfer would go over the credit limit on your overdraft line, if you have one; (k) If the automated teller machine where you are making the transfer does not have enough cash; (l) If the EFT Terminal or processing system was not working properly and you knew about the breakdown when you started the transfer; or (m) If circumstances beyond our control, such as fire or flood, prevent the transaction, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

## Your Liability

**For Personal Accounts:** Tell us at once if you believe your Pathfinder ATM or Debit card or your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, plus your maximum overdraft line of credit and/or Overdraft Privilege amount, if you have either. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your Pathfinder ATM or Debit card or PIN without permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Pathfinder ATM or Debit Card or PIN and we can prove we could have stopped someone from using your Pathfinder ATM or Debit Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you will be liable for up to \$500.00 of loss that occurs during such 60-day period and you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods to a reasonable time.

**For Business Accounts Only:** You agree to assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us and to notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf. You understand that by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made and that by requesting us to increase your daily limits or unblock a country we have deemed high risk, you will be responsible for all authorized and unauthorized transactions made. You agree that all of the provisions of the Deposit Account Agreement, including Liability Limitations and requirements that you give us prompt notice of unauthorized items, apply to your EFT service.

## Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account and the transfers you make:

- a. Where it is necessary for completing transfer or resolving errors involving transfers; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with government agency rules, court orders or other applicable law; or
- d. To our employees, service providers, auditors, collection agents, or attorneys, in the course of their duties; or
- e. If you give us your written permission.

## ATM Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator, or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

## Error Resolution Notice

In case of errors or questions about your electronic transfers, call us at (315) 343-0057 or 1-800-811-5620, twenty four hours a day, any day of the week; or write us at Pathfinder Bank ATTN: E-Commerce 214 W 1<sup>st</sup> St, Oswego, NY 13126, or email us at [contactus@pathfinderbank.com](mailto:contactus@pathfinderbank.com). Tell us promptly if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. (a) Tell us your name and account number. (b) Describe the error or the transfer you think is incorrect, and clearly explain why you believe it is an error or why you need more information. (c) Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement. If you notify us orally, we have the right to require you to send us your complaint in writing within 10 business days following the date you notified us. We will report to you the results of our investigation within 10 business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within 10 business days following the date you notified us, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days following your oral notification, we may not credit your account. For errors involving new accounts, point of sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results of our investigation within 3 business days after completion. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Modification of This Statement; Termination

The terms of this Statement may be changed by us from time to time by notice from us to you. We may also revoke your right to use your Pathfinder ATM or Debit card at any time. You agree to pay us for any cash withdrawals, service charges, or other items that remain unpaid at the time this agreement is for any reason terminated.

## Electronic "Wholesale Credit" Transactions Subject to Uniform Commercial Code Article 4A

**Provisional Payment:** Credit given by us to you with respect to an Automated Clearing House "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund in the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. **Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide you. **Choice of Law:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

## VII. Discretionary Extended Overdraft Privilege (EOD) Policy

### EOD Policy Terms and Conditions

It is the policy of Pathfinder Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Other forms of overdraft protection are available which allow you to link another Pathfinder Bank account as a backup account to your checking account to help pay an overdraft. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions. Feel free to discuss these alternative options with your banker.

The Deposit Account Agreement provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Pathfinder Bank with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary EOD Policy and the Deposit Account Agreement.

Extended overdraft privilege is not a line of credit. Payment by the bank is a discretionary courtesy and not a right of the customer or an obligation of the bank. If you overdraw your account, Pathfinder Bank will have the discretion to pay the overdraft, subject to the type of transaction automatically covered and those transactions you have chosen to opt-in to be covered as stipulated by applicable laws and regulations, to the limit of your overdraft privilege and the amount of the overdraft fee. Pathfinder Bank is not obligated to pay any check, ACH item, recurring debit card, ATM, or one-time debit card transaction presented if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by Pathfinder Bank of any non-sufficient fund check or checks (or other items such as ATM withdrawals or one-time debit card transactions) does not obligate Pathfinder Bank to pay any additional non-sufficient fund check or item or to provide prior notice of

its decision to refuse to pay any additional non-sufficient fund check or item.

Pathfinder Bank posts credits first, then debits when received via ACH. Other items, such as ATM transactions and point of sale transactions when your PIN is used post as the transactions occur. Pinless transactions, such as debit card purchases that you perform as credit post to your account when we receive the transaction from the merchant and will post to your account anytime throughout the day. Checks and other written orders drawn on funds in your account will be charged against the account the same day presented for payment. Checks and drafts received through the inclearing system will be posted to your account in the order that they are presented to the financial institution.

Pursuant to Pathfinder Bank’s commitment to always provide you with the best level of customer service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, and thereafter you maintain your account in good standing, which included at least:

- a. Making regular deposits consistent with your past practices,
- b. Depositing an amount equal to the amount of discretionary overdraft privilege extended to you or more in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty-five (35) day period;
- c. You are not in default on any loan or other obligation to Pathfinder Bank,
- d. You are not subject to any legal or administrative order or levy;

Pathfinder Bank will have the discretion to pay overdrafts within established EOD limits on transactions you perform, such as checks you write to a third party, or recurring payments you have set-up using your account or debit card. ATM withdrawals and one-time debit card transactions will only be paid if you have agreed to such payment by affirmatively consenting and are subject to the applicable fee at the time of the transaction or actual posting of the transaction to your account.

You have an ongoing right to revoke consent of EOD privilege for payment of ATM and one-time debit card transaction that may overdraw your account at any time. If you notify us to stop EOD privilege for these types of transactions we will decline or refuse payment if you do not have enough money in your account to cover them. Payment of check, ACH item, recurring debit card, ATM, or one-time debit card transaction by Pathfinder Bank is a discretionary courtesy and not a right of the customer or an obligation of the Bank. This privilege for consumer checking accounts will be limited to a maximum dollar amount set forth in the Personal Deposit Account Disclosures. This privilege for commercial checking accounts will generally be limited to a maximum dollar amount set forth in the Business Deposit Account Disclosures. Any and all fees and charges, including without limitation the non-sufficient funds fee, as set forth in our fee schedule, will be included as part of this maximum amount.

The total of the EOD (negative) balance, including any and all bank fees and charges, including all non-sufficient fund/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure with a maximum repayment period of 30 days.

While Pathfinder Bank will have the discretion to pay check, recurring debits and ACH overdrafts, and all affirmatively consented ATM and One-time Debit Card transactions on accounts in good standing, as described above, any such payment is a discretionary courtesy, and not a right of the customer or an obligation of the bank. Pathfinder Bank, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice or reason or cause.

### ATM and One-Time Debit Card Transactions

EXAMPLES	WITH OPT-IN	WITHOUT OPT-IN
<b>Online Payment with Debit Card</b> <ul style="list-style-type: none"> <li>• Mortgage</li> <li>• Car</li> <li>• Pay Pal</li> <li>• Utility Bills</li> <li>• Cell Phone Bill</li> </ul>	<i>Payment authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Payment on time</li> <li>• No Late Fee</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• Payment not made</li> <li>• Could have Late Fees and other implications</li> </ul>
<b>Telephone Payment with Debit Card</b> <ul style="list-style-type: none"> <li>• Mortgage</li> <li>• Car</li> <li>• Pay Pal</li> <li>• Utility Bills</li> <li>• Cell Phone Bill</li> </ul>	<i>Payment authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Payment on time</li> <li>• No Late Fee</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• Payment not made</li> <li>• Could have Late Fees and other implications</li> </ul>
<b>Pharmacy/Drug Store</b> <ul style="list-style-type: none"> <li>• Prescriptions</li> <li>• Medical supplies</li> <li>• Miscellaneous items</li> <li>• Cash back</li> </ul>	<i>Payment is authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Purchase complete</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• No purchases made</li> </ul>
<b>Gas Station</b> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Miscellaneous items</li> <li>• Cash back</li> </ul>	<i>Payment is authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Gas tank is full</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• No Gas</li> </ul>
<b>Grocery Store</b> <ul style="list-style-type: none"> <li>• Groceries</li> <li>• Miscellaneous items</li> <li>• Cash back</li> </ul>	<i>Payment is authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Groceries purchased</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• No Groceries</li> </ul>
<b>Restaurant</b> <ul style="list-style-type: none"> <li>• Dine in eating</li> <li>• Orders placed over the phone, online or through food/restaurant apps</li> </ul>	<i>Payment is authorized but creates overdraft in account</i> <ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• No embarrassment</li> </ul>	<i>Payment is not authorized and transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> <li>• Search for another card to pay or pay with cash</li> </ul>
<b>ATM Cash</b> <ul style="list-style-type: none"> <li>• Emergency cash</li> </ul>	<i>Transaction is authorized but creates overdraft in account</i>	<i>Transaction is denied</i> <ul style="list-style-type: none"> <li>• No Overdraft Fee</li> </ul>

	<ul style="list-style-type: none"> <li>• Overdraft Fee charged</li> <li>• Cash Received</li> </ul>	<ul style="list-style-type: none"> <li>• No Cash</li> </ul>
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## VIII. Funds Availability Policy Statement

### Important Information About Making Withdrawals From Your Account at Pathfinder Bank

This policy statement applies to "transaction" and certain "non-transaction" accounts.

**Transaction accounts:** Accounts which permit an unlimited number of payments to third parties and an unlimited number of telephone and pre-authorized transfers from the account. Checking accounts are the most common transaction accounts.

**Non-transaction accounts:** Generally limit the number of transfers of payments to third parties. Savings accounts are the most common non-transaction accounts.

- Our general policy is to make \$300 of the funds from your deposit available to you immediately and the remainder of the funds available to you on the 2<sup>nd</sup> business day following your deposit. Once funds have been released, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.
- For determining the availability of your deposits, every day is a business day, except Saturday, Sunday or federal holidays.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problem involving your deposit.

### Longer Delays May Apply

If we hold your funds longer than stated above, we will notify you at the time you make your deposit. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive the deposit. If you need funds from the deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check or checks you cash that are returned to the bank unpaid may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You or the bank re-deposits a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as a failure of computer or communications equipment
- Checks you deposit on any business day total more than \$6,725

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 5<sup>th</sup> business day after the day of your deposit.

### Holds to Other Accounts

If we accept for deposit a check that is drawn on another bank in which funds will not be immediately available, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check(s) that you deposited.\*

### Holds to Other Accounts – Check Cashing

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we cash a check that is drawn on another bank and it is subsequently returned to this bank, for any reason, and if we resubmit the item for payment, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### Deposit to Automated Teller Machines

Funds from any deposit (cash or checks) made at any Automated Teller Machine (ATM) we own or operate, that accepts deposits, will be subject to a 2 day hold. If you make a deposit before 3:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 PM or on a day we are not open, we will consider that deposit was made on the next business day we are open. (Longer cut off times may apply.) All ATMs that we own or operate, located in the United States, are identified as our machines. Please ask for a listing of these locations.

### Remote Deposit Capture

Hold schedules as they relate to individual check items do not apply to deposits made via Pathfinder's eDeposit product. Deposits made through remote deposit capture, if made before 3:00 PM on a business day that we are open, will generally be available by 9:00 AM the next business day. However, if you make a deposit after 3:00 PM or on a day we are not open, your funds will generally be available by 9:00 AM the second business day.

### \*Hold Schedules

**Same-Day Items** – Cash, US Treasury Checks, Wire transfers, Electronic Direct Deposits (ACH items), US Postal Money orders, FRB or FHLB checks, Bank or teller checks, Certified checks, certain payroll, pension, unemployment, disability, and workmen's compensation checks, State and local government checks, and On-us checks. All funds from these checks are made available immediately.

**Non-same Day Items** – All checks, excluding Same-Day. \$300 is available immediately, up to \$6,725 is available on the 2<sup>nd</sup> business day following the deposit, and the remainder is available on the 5<sup>th</sup> business day following the deposit.

### Examples (no legal holiday in examples):

Deposit of \$1,000 on Monday: \$300 available immediately and the remaining \$700 available on Wednesday.

Deposit of \$7,000 on Monday: \$300 available immediately, \$6,425 available on Wednesday and \$275 available on the following Monday.

## Discretionary Extended Overdraft Privilege (EOD) Opt-In Option

### What is an Overdraft?

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but Pathfinder Bank pays the transaction for you instead of returning or denying it. Pathfinder Bank can cover overdrafts for you in two different ways:

1. Using the discretionary extended overdraft (EOD) privilege program that may come with your account.
2. We also offer Overdraft Protection plans, such as a transfer from a savings account or a personal line of credit linked to your checking account, which may help you avoid Extended Overdraft (EOD) fees for items such as checks and ACH transactions. Overdraft Protection does not apply to transactions where EOD fees are assessed at the time of processing, including in-person withdrawals, debit card transactions, and ATM withdrawals. To learn more, ask us about these plans.

### Discretionary Extended Overdraft Privileges That Come With Your Account

Pathfinder Bank **will** authorize and pay overdrafts through our EOD program for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments and recurring debit card transactions

Pathfinder Bank **will not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- One-time debit card transactions

Pathfinder Bank will pay overdrafts at its discretion, which means Pathfinder Bank **does not guarantee** that Pathfinder Bank will always authorize and pay any type of transaction.

*Please note: If Pathfinder Bank **does not** authorize and pay an overdraft, your transaction will be declined.*

### Fees That Will Be Charged if Pathfinder Bank Pays Overdrafts

Under Pathfinder Bank discretionary extended overdraft privileges:

- Pathfinder Bank will charge you a **fee of up to \$17.00** each time Pathfinder Bank pays an overdraft.
- There is **no limit** on the total fees Pathfinder Bank can charge you for overdrawing your account.

### Authorization for ATM and/or One-Time Debit Transactions

If you would like to authorize Pathfinder Bank to pay overdrafts on your ATM withdrawals, debit card transactions or both, please make your selection by checking one of the boxes below:

- I want Pathfinder Bank to authorize and pay overdrafts on **both my ATM and one-time debit card transactions**.
- I want Pathfinder Bank to authorize and pay overdrafts on my **ATM transactions only**.
- I want Pathfinder Bank to authorize and pay overdrafts on **one-time debit card transactions only**.

Please list the account number of each account you would like to opt-in for your selection above in the space below:

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I have authorized Pathfinder Bank to pay overdrafts on the transactions checked above for the accounts listed above and acknowledge this form as my confirmation of that authorization. I understand that I have the ongoing right to revoke this consent at any time and must contact Pathfinder Bank if I wish to do so.

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**Signature of Account Holder**

**Printed Name of Account Holder**

**Date**

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**Signature of Account Holder**

**Printed Name of Account Holder**

**Date**

In order to revoke this consent, please call 315-343-0057, come into your nearest branch location, or write to us at: 214 West First Street, Oswego, NY 13126. Please note that if you revoke your consent, ATM and one-time debit card transactions that may overdraw your account will be denied or refused.







**FACTS**

**WHAT DOES PATHFINDER BANK DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Pathfinder Bank chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Pathfinder Bank Share?	Can You Limit This Sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes—</b> information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	Yes	Yes

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include broker-dealers and credit card companies.</li> </ul>

## What We Do

<b>How does Pathfinder Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Pathfinder Bank collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Apply for a loan</li> <li>• When you show your government-issued ID or driver's license</li> <li>• We also collect information from others, such as credit bureaus or other companies.</li> </ul>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your accounts – unless you tell us otherwise.

## To Limit Our Sharing

Call **315-343-0057** or **800-811-5620** – our personnel will assist you with your choice(s).

or

Complete the **form** below and mail to the address listed or bring to any of our convenient branch locations.

**Please note:** If you are a **new** customer, we can begin sharing your information 30 days from the date we sent this notice. When you are **no longer** our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## Questions?

Call **315-343-0057** or visit **www.pathfinderbank.com**

## Mail-in Form

**Mark the item below to limit sharing:**

Do not share my personal information with affiliates or non-affiliates to market their products and services to me.

<b>Name</b>		<b>Mail to:</b> <b>Pathfinder Bank</b> <b>Attn: Deposit Operations</b> <b>214 West 1<sup>st</sup> Street</b> <b>Oswego, NY 13126</b>
<b>Address</b>		
<b>City, State, Zip</b>		
<b>Account Number(s)</b>		

**If you have a joint account, your choice will apply to everyone on your account unless you indicate otherwise below:**

Apply my choices only to me