



Free & Easy Checking Accounts shall be subject to the rules, regulations and by-laws of Pathfinder Bank, the NYS Dept. of Financial Services, and the Federal Deposit Corporation, and any other laws applicable thereto. Following is information about your account:

- You must be at least 17 years of age to open this account
- Overdraft privileges are permitted
- This is a non-interest bearing account

Withdrawal of funds from the account shall be made by means of checks purchased through Pathfinder Bank. The cost of the personalized checks will be deducted from your account.

MINIMUM BALANCE TO OPEN: You must deposit \$ 25.00 to open this account.

MINIMUM BALANCE TO MAINTAIN ACCOUNT: There is no minimum balance required to maintain the account.

PERSONAL INFORMATION AT ACCOUNT OPENING AND THEREAFTER: 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 (DBA) 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.

IMPOSITION OF FEES AND SERVICE CHARGES: There are no fees associated with this account for making deposits or making withdrawals at one of our banking facilities or at an Automated Teller Machine (ATM) we own and operate. Fees for certain banking services, when applicable, will be automatically deducted from your account and will be reported on your monthly statement, unless paid in cash for such service. Refer to the Schedule of Fees and Service Charges for applicable charges for these banking services. You may be charged a fee for using an ATM we do not own or operate.

STATEMENTS: Each month you will be mailed a statement reporting all transactions affecting your account within the statement cycle. Images of checks paid are also available. Please refer to the Schedule of Fees and Service Charges for applicable fees. You may choose when you will receive your monthly statement on either the 15th of each month or at month end.

CREDITING OF DEPOSITS: Funds deposited to your account in cash will be credited to your account and begin to accrue interest, if applicable, on the business day* deposited. Accrual of interest, if applicable, on non-cash deposits begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks.) There is no limit to the number of deposits you can make to the account.

WITHDRAWALS: Pathfinder Bank posts credits to your account 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, any time 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 check number order, from smallest check number to largest check number. There is no limit to the number of withdrawals that you can make from the account.

EXTENDED OVERDRAFT PRIVILEGE: Pathfinder Bank will have the discretion to pay overdrafts within the overdraft limits, but payment by the bank is a discretionary courtesy and not a right of the customer or an obligation of the bank. The overdraft limit for your Free and Easy checking account is \$500. If your account has been opened for at least 30 days and is in good standing, the overdraft privilege will be available for your use. Refer to the Schedule of Fees and Service Charges for fees associated with this program. Withdrawals processed against your account, if paid by the extended overdraft program, that overdraw your account for less than \$10.00 will not be charged an extended overdraft fee. Types of withdrawals include checks presented through the clearing system, ACH debits, over the counter debits, and other types of debits.

POST 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.

CHECKS MORE THAN SIX MONTHS OLD: 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.

EFFECT 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 for payment 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. Please refer to the Schedule of Fees and Service Charges for specific charges. The Bank may close your account for good reason at any time. If we close your account, you will receive 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 AN ACCOUNT: Your account may be automatically closed by the Bank if:

1. Your account remains inactive for 12 months and we have received a written request from you to close the account,
2. Your account maintains a zero balance for 30 days or more,
3. Your account balance becomes negative and remains negative for 35 days after we have sent you written notification of your negative balance.

You will receive written notification informing you of the account closing.

RIGHT OF SET OFF - RETURNED ITEMS: If a check or other written order received for deposit or collection is subsequently dishonored and returned to the bank for any reason, the amount of the check or other written order of withdrawal plus a service charge will be withdrawn from your account. An exception would apply to any deposit account into which Social Security or Supplementary Security income payments are deposited. Refer to the Schedule of Fees and Service Charges for applicable fees.

STOP PAYMENT ORDER: 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 come to the Bank and sign a stop payment order. Refer to the Schedule of Fees and Service Charges for applicable fees.

AVAILABILITY OF FUNDS: Funds deposited in your account in the form of a check will be available for withdrawal in accordance with the required New York State and Federal regulations. Receipt of a copy of the Bank's Availability of Funds Policy is acknowledged.

REFUSAL TO PERMIT WITHDRAWALS:

- 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.

JOINT ACCOUNTS: The following is to inform joint depositors of the relationship and consequences between the parties in the 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, any 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.

PRIVACY: Information about your account is private. The bank will not release account information unless requested by an account holder or a legal representative of an account owner. The Bank may release certain account information to its' own sales department and certain third party vendors, as allowed by law. If the bank receives an order from a court or an authorized government agency, we will comply by releasing the information. A copy of Pathfinder Bank's Privacy Policy is acknowledged.

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 the 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, 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.

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 calendar years. Your account will be considered inactive if for three consecutive calendar years:

- a. A deposit or withdrawal has not been made to or 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.

If funds are released to the State as abandoned property, you may reclaim these funds from the BUREAU OF ABANDONED PROPERTY, NEW YORK STATE DEPARTMENT OF AUDIT AND CONTROL, ALBANY, NEW YORK 12236.

BUSINESS DAYS: Every day is a business day except Saturday, Sunday, and federal holidays.

INFORMATION: Assistance in answering any questions about the disclosure statement will be provided by personnel at any banking office. They may be reached by visiting or calling:

OSWEGO OFFICES:

214 West 1st Street (315)343-0057
34 East Bridge Street (315)343-2577
291 State Route 104 (315)343-4483

FULTON:

5 West 1st Street South (315)592-9545

MEXICO:

3361 Main Street (315)963-7248

LACONA:

1897 Harwood Drive (315)387-3437

CENTRAL SQUARE:

3025 East Ave (315)676-2265

CICERO:

6194 State Route 31 (315)752-0033

SYRACUSE PIKE BLOCK:

109 West Fayette St (315)207-8020

CLAY:

3775 State Route 31 (315)593-4400

Member FDIC