

# Pathfinder Personal Money Market Deposit Account (MMDA)

This account is a variable rate savings account with check writing privileges and 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. Following is information about your Pathfinder Money Market Deposit Account. This is an interest bearing account. Please refer to the Fee Schedule for any applicable fees discussed in this disclosure.

#### MINIMUM BALANCE REQUIREMENTS:

You must deposit \$2.500 to open this account. You must maintain a minimum daily balance of \$2,500 to accrue interest and avoid the monthly service fee.

#### RATE INFORMATION:

The Interest Rate and Annual Percentage Yield (APY) on your account are dependent upon the daily balance in your account as follows:

DAILY BALANCE	INTEREST RATE (%)	APY (%)
\$2,500-\$9,999	0.10%	0.10%
\$10,000-\$49,999	0.15%	0.15%
\$50,000-\$74,999	0.20%	0.20%
\$75,000 and over	0.25%	0.25%

The interest rate(s) and Annual Percentage Yields (APY) may change. 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.

## 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:

A service charge will be imposed each month if the daily balance in the account falls below \$2,500 any day of the month. If you open your account with a deposit amount less than the minimum balance to avoid service charges, you will have 30 days from account opening to bring the balance to the minimum to avoid service charges. Monthly fees and service charges, when applicable, will be automatically deducted from your account and will be reported on your monthly statement.

## STATEMENTS:

Each month you will be mailed a statement reporting all transactions affecting your account within the statement cycle. A per statement fee will be assessed each month you receive a paper statement. Images of checks paid are also available. 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 on the business day deposited. Accrual of interest on non-cash deposits begins to accrue no later than the business day we receive credit or 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 first, then debits when received via ACH. Other items, such as ATM transactions when your PIN is used post as the transactions occur. 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. The cost of any personalized checks will be automatically deducted from your account.

#### **EXTENDED OVERDRAFT PRIVILEGE:**

Extended Overdraft Privilege is not permitted on this account.

#### **DETERMINATION OF RATE:**

The interest rate is determined at the discretion of the bank.

#### FREQUENCY OF RATE CHANGES:

The interest rates on your account are subject to change on Wednesday of each week. The new rates will remain in effect until such time as the bank changes the rate(s).

## **BALANCE COMPUTATION METHOD:**

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.

## **COMPOUNDING AND CREDITING INTEREST:**

Interest will be compounded on a daily basis (365/365) day year (366-day leap year) and credited to your account the last business day of each month. Although your account accrues interest each day you may not withdraw the accrued interest until interest is credited to your account on the statement cycle.

#### **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.

#### TRANSACTION LIMITATIONS:

This account is limited by law to 6 preauthorized or automatic transfers per statement cycle, including checks paid, ACH debits from the account and internet transfers to a checking account per month. This rule does not apply to repayments of loans held at this bank. Transactions will not be processed should you exceed the 6 allowable transfers per month. This may result in items being returned or transfers not occurring.

#### **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. If you close your account before interest is credited, you will not receive the accrued interest. 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.

## 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.

## **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:**

Withdrawals from your account may be refused if:

- (a) You do not present an acceptable negotiable order of withdrawal to the
- (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 tous.
- Someone in whose name the account is opened requests us not to permit the withdrawal.
- 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, 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.

## **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 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 5/17/23

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 bankoffices.

### **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.

#### **BUSINESS DAYS:**

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

## 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 with 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.

#### INFORMATION:

Assistance in answering any questions about the disclosure statement will be provided by personnel at one of our branch offices. They may be reached by visiting or calling any of the following Pathfinder Bank locations:

(315) 343-0057

(315) 343-2577

(315) 343-4483

(315) 413-7714

## OSWEGO:

214 West 1st Street

34 East Bridge Street

291 State Route 104

506 West Onondaga Street

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
SOUTHWEST SYRACUSE	

NYS DEPARTMENT OF FINANCIAL SERVICES TOLL FREE CONSUMER HOTLINE TELEPHONE NUMBER: 1-800-342-3736

