

# Municipality eSolutions by PathFinder Access Agreement

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## **I. Introduction**

This Online Access Agreement ("Access Agreement") for accessing your Pathfinder Commercial Bank accounts through eSolutions by PathFinder explains the terms and conditions governing the Online banking services and bill payment offered through eSolutions by PathFinder. By using the eSolutions by PathFinder Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of New York. The terms "we," "us," "our," "Pathfinder Commercial Bank" and "Bank" refer to Pathfinder Commercial Bank "Your" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. eSolutions by PathFinder can be used to access Pathfinder Commercial Bank accounts. Each of your accounts at Pathfinder Commercial Bank is also governed by the applicable account disclosure statement ("Deposit Disclosure").

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## **II. Accessing Your Pathfinder Commercial Bank Accounts through eSolutions by PathFinder**

### **A. Requirements**

To access your accounts through eSolutions by PathFinder, you must have a Pathfinder Commercial Bank account and an online password.

### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through eSolutions by PathFinder is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible

after you sign on with your password to a session of eSolutions by PathFinder. To ensure the security of your account information, we recommend that you use Secure Messaging when asking specific questions about your account(s). You cannot use E-mail or Secure Messaging to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within eSolutions by PathFinder or call **1-800-811-5620 or 315-207-8045**.

### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through eSolutions by PathFinder. See Section IV for a description of Bill Pay fees.

### **D. New Services**

**Pathfinder Commercial Bank** may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

### **E. Benefits of Using eSolutions by PathFinder**

With eSolutions by PathFinder, you can manage your municipality accounts from your office on your personal computer. You can use eSolutions by PathFinder to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with Pathfinder Commercial Bank through Secure Messaging.

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## **III. Terms and Conditions**

The first time you access your Pathfinder Commercial Bank accounts through eSolutions by PathFinder you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

### **A. Your Online Password**

You will be given an Online Password that will give you access to your Pathfinder Commercial Bank accounts for eSolutions by PathFinder access. This password can be changed within eSolutions by PathFinder using the Preference button. We require that you change your password every 90 days, eSolutions by PathFinder will automatically prompt you to make this change. Pathfinder Commercial Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize your online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### **B. Payment Account**

Although there are no fees for accessing your accounts through eSolutions by PathFinder, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees. If you close the payment account, you must notify Pathfinder Commercial Bank and identify a new payment account for the selected services. Additionally, if you close all Pathfinder Commercial Bank accounts, you must notify the Pathfinder Commercial Bank Electronic Commerce Division to cancel the eSolutions by PathFinder services. Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, eSolutions by PathFinder services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call the Pathfinder Commercial Bank Electronic Commerce Division at **1-800-811-5620 or 315-207-8045**.

If you do not access your Pathfinder Commercial Bank accounts through eSolutions by PathFinder for any one-(1) year period, Pathfinder Commercial Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your Pathfinder Commercial Bank accounts through eSolutions by PathFinder.

If you wish to cancel any of the eSolutions by PathFinder services offered through eSolutions by PathFinder, please contact the Pathfinder Commercial Bank Electronic Commerce Division at **1-800-811-5620 or (315) 207-8042** or send us cancellation instructions in writing to Pathfinder Commercial Bank, 214 West First Street, Oswego, NY 13126.

### **C. Our Liability**

Pathfinder Bank is serious about safeguarding your personal information online. We use 128 bit Secure Socket Layer (SSL) Encryption to protect your personal information such as Login IDs, Passwords, and account information. Any information provided to you is scrambled en route and decoded once it reaches your browser. We recommend that you use a current, up-to-date anti-virus application and keep your operating system current with all security patches.

Pathfinder Bank and its affiliates will not be liable for any delay, difficulty in use, computer viruses, malicious code, or other defects in the website, any incompatibility between the website and the user's files and the user's browser or other site accessing program, or any other problems experienced by the user due to causes beyond our control. We are not responsible for the content on any website other than our own, including those of our third party vendors. Third party websites may have different privacy policies and/or security standards governing their sites.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Pathfinder Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

### **D. Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, eSolutions by PathFinder transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through eSolutions by PathFinder may result in an overdraft of your account and may, at Pathfinder Commercial Bank discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

### **E. Hours of Accessibility**

You can access your Pathfinder Commercial Bank accounts through eSolutions by PathFinder seven days a week, 24 hours a day. However, at certain times, some or all of eSolutions by PathFinder may not be available due to system maintenance. You will be notified Online when this occurs. A transfer initiated through eSolutions by PathFinder on or before 6:00 P.M. on a business day is posted to your account the same business day. All transfers completed after 6:00 P.M. on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

### **F. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of business of the previous business day. Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

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## **IV. Bill Pay Service**

### **A. Using the Service**

The eSolutions by PathFinder Payment Service allows you to schedule bill payments through eSolutions by PathFinder. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your Pathfinder Commercial Bank eligible checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of eSolutions by PathFinder. We are unable to process any payment of taxes or court-directed payments through eSolutions by PathFinder Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through eSolutions by PathFinder. When we receive a payment instruction (for the current or a future date), funds will be remitted to the payee on your behalf from the funds in your selected checking account. When eSolutions by PathFinder receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf. While it is anticipated that most transactions will be completed on a timely basis, it is understood that due to circumstances beyond the control of eSolutions by PathFinder, particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

eSolutions by PathFinder will use its best efforts to process all your payments properly. However, eSolutions by PathFinder shall incur no liability if it is unable to complete any payments initiated by you through eSolutions by PathFinder payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The eSolutions by PathFinder processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided eSolutions by PathFinder with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the eSolutions by PathFinder control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, eSolutions by PathFinder has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment 48 hours prior to the Pay Date on the Pending Payments screen, by using the Cancel function on your Bill Payments screen.

**Pathfinder Commercial Bank** reserves the right to terminate your use of eSolutions by PathFinder bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel eSolutions by PathFinder bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using eSolutions by PathFinder or calling the Pathfinder Commercial Bank Electronic Commerce Division at **1-800-811-5620 or 315-207-8042**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### **B. Bill Pay Fees**

There is no monthly fee for eSolutions by PathFinder payment services.

However, if your payment account has insufficient funds for any payment, you will be responsible for the applicable uncollected, insufficient funds or extended overdraft privilege fees as described in your fee disclosure for the account.

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## **V. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Disclosure.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Correction on eSolutions by PathFinder Transactions**

In case of questions or errors about eSolutions by PathFinder funds transfers through eSolutions by PathFinder involving your account, here is what you should do:

- Contact Pathfinder Commercial Bank by electronic mail (E-mail) or
- Contact Pathfinder Commercial Bank by Secure Messaging or
- Fax Pathfinder Commercial Bank at (315) 207-8023 or
- Telephone Pathfinder Commercial Bank at **1-800-811-5620 or (315) 207-8045** or
- Write Pathfinder Commercial Bank at 214 West First Street, Oswego, NY 13126, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error and the transaction date that appears on the bank statement.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question. Provide the Bank with a telephone number at which you can be reached in case the Bank needs further information.
- If you notify us orally, we have the right to require you to send us your complaint in writing within ten (10) calendar days following the date you notified us.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your Pathfinder Commercial Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using eSolutions by PathFinder.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **D. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

**Pathfinder Commercial Bank** Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to eSolutions by PathFinder, in whole or in part, at any time without prior notice.

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#### **VI. Protecting Your Account**

##### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call the Pathfinder Commercial Bank Electronic Commerce Division at **1-800-811-5620 or 315-207-8042**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to eSolutions by PathFinder should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify the Pathfinder Commercial Bank Electronic Commerce Division at once at **1-800-811-5620 or 315-207-8042**.

#### **B. Unauthorized Transactions in Your Pathfinder Commercial Bank Accounts**

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call the Pathfinder Commercial Bank Electronic Commerce Division at **1-800-811-5620 or 315-207-8042**, or write Pathfinder Commercial Bank, 214 West First Street, Oswego, NY 13126.

If your Online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a Pathfinder Commercial Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.