ADIRONDACK BANK

ADIRONDACK BANK
CORPORATE INTERNET BANKING SERVICE AGREEMENT

This Corporate Internet Banking Service Agreement ("Agreement") is a contract which establishes the rules which cover your electronic access to your accounts at Adirondack Bank ("Bank") through the Internet Banking System ("Premier eCorp"). By using eCorp, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Adirondack Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Adirondack Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Adirondack Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

1.Definitions - As used in this Agreement, the words "we", "our", "us" and "Bank" mean Adirondack Bank. "You" and "your" refer to the "Account Holder" authorized by Adirondack Bank to use eCorp under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through eCorp. "Account" or "accounts" means your accounts at Adirondack Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Bank accounts using eCorp including bill payments. "eCorp Services" means the services provided pursuant to this Agreement, including the Bill Payment Service (Commercial ePay). "Business days" means Monday through Friday. Holidays are not included.

2.Access - To use eCorp, you must have at least one checking account at Adirondack Bank, acquire the computer hardware and software required to access eCorp, access to Internet service, a web browser that provides encryption using a 128-bit key, an e-mail address, and a Multi Factor Authentication token that you will receive from the bank. It is your responsibility to maintain and upgrade your computer equipment for your use of eCorp. Adirondack Bank is not responsible for equipment failure or malfunction on your computer, any computer virus that may affect your computer or other problems that may occur, directly or indirectly, from your use of eCorp. Once we have received your signed Enrollment Form, and verified your account information, we will personally visit or send you by postal mail, confirmation of our acceptance of your enrollment, your assigned log-in ID, and a Multi Factor Authentication token. eCorp can be used to access only the Bank accounts which you have designated for access by eCorp in your Account Authorization Form. You can add or delete any of your Bank accounts from this Agreement by completing a new Account Authorization Form. Access to your accounts through eCorp will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through eCorp to determine that they are made on behalf of the account holder.

3.eCorp Services - You can use eCorp to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts, order checks, make stop payment requests, view checks, change your address, make wire and ACH transfers and pay bills from your Bank accounts (via the optional online bill payment service Commercial ePay). Balance and activity information is available as of the previous business day.

4.Hours of Access - You can use eCorp seven days a week, twenty-four hours a day, although some or all eCorp services may not be available occasionally due to emergency or scheduled eCorp maintenance. We agree to post notice of any extended periods of non-availability on the Adirondack Bank website.

5.Your Password - Your temporary password will be provided to you upon setup of your online account. It is strongly recommended that when you log in for the first time that you activate your Multi Factor Authentication token and establish a pin. For security purposes, after 7 calendar days from the time your temporary password is created you will be required to log in using your Multi Factor Authentication token and pin. From that point on your password will consist of an 8 digit number generated from the Multi Factor Authentication token and the 4 digit pin that you created.

You accept responsibility for the confidentiality and security of your Multi Factor Authentication token and suggest you change your pin regularly. Upon 3 unsuccessful attempts to use your password, your access to eCorp will be revoked. To re-establish your authorization to use eCorp, you must contact us to have your password reset or provide you with a replacement token if necessary.

6.Security - You understand the importance of your role in preventing misuse of your accounts through eCorp and you agree to promptly examine your periodic statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via eCorp is encrypted in an effort to provide transmission security and eCorp utilizes identification technology to verify that the sender and receiver of eCorp transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the eCorp system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Premier eCorp, or e-mail transmitted to and from us, will not be monitored or read by others.

7.Fees and Charges - You agree to pay the fees and charges for your use of eCorp Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Adirondack Bank checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of eCorp.

8. Balance Reporting - Adirondack Bank shall provide you, subject to the terms and conditions contained in the Agreement, with the service(s) that you requested as specified on the Enrollment Form which is made a part of this Agreement. Adirondack Bank shall provide prior day and memo post balance and transaction information on your account(s). Adirondack Bank shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the eCorp system by other reporting banks.

9.Book Transfer - You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that Adirondack Bank may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:

A. You are responsible for the input and verification of all information onto the eCorp system. Adirondack Bank shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. Adirondack Bank shall be entitled to rely upon any book transfer request reasonably believed by Adirondack Bank to have been input by you or your authorized users specified in the Enrollment Form.

B. Adirondack Bank cut-off time for book transfer requests is 6:00 p.m. (EST), after which time such requests will be processed the next business day.

C. Adirondack Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Funds in your authorized account(s) as specified on your Enrollment Form; or the transfer request (1) is not authenticated to Adirondack Bank's satisfaction or which Adirondack Bank, in good faith, believes may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Adirondack Bank shall incur no liability for any loss to you or to any third person occasioned by Adirondack Bank's refusal to make such transfer.

D. Adirondack Bank shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to Adirondack Bank by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

E. LIMITATIONS - With a Savings account and Money Market account you may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction. Three (3) of these transfers may be made by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. 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 being held until the hold expires.

10.Posting of Transfers - Transfers initiated through eCorp before 6:00 p.m. (EST) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (EST) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. eCorp identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

11.Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;

B. Electronic fund transfers initiated through eCorp which would result in an overdraft of your account may, at our discretion, be canceled;

C. In the event the electronic fund transfers initiated through eCorp which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

12.Online Bill Payment Service (Commercial ePay) [if applicable] - Upon approval of the online bill payment services (Commercial ePay) you agree to the terms listed in the online bill pay service agreement detailing the features and obligations of the Commercial ePay services. Refer to the online bill payment service agreement for specific information regarding the online bill payment services.

13.Stop-Payment Requests - eCorp allows you to: (1) place a stop payment order request of up to six (6) months in duration; (2) cancel an existing stop payment order; or (3) determine the paid status of a check. Any stop payment placed on the eCorp system shall automatically expire at the time designated by you - not to exceed six (6) months from date of the placement of the stop payment order by you.

A. You agree to indemnify Adirondack Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Adirondack Bank because of refusing payment pursuant to your stop payment order. You agree not to hold Adirondack Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by Adirondack Bank to have been placed by an agent of you duly authorized to place the stop payment, and Adirondack Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

B. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically.

C. You may initiate stop-payment requests online via eCorp only for paper checks you have written (non-electronically) on your Adirondack Bank accounts (not Commercial ePay bill payer paper drafts.) Online stop-payment requests received by 3:00 will be processed the same day. Requests received after 3:00 will be processed by 9:00 am the next business day. To be effective, this type of stop-payment request must precisely identify the account number, name of the payee, the check number, the amount, the date of the check, and the reason for stop payment. Adirondack Bank shall have no responsibility to determine the accuracy of such information. Adirondack Bank shall provide you notice of the actual stop payment of a check by making such information accessible to you online via eCorp.

D. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

E. Preauthorized Electronic Fund Transfers - Right to Stop Payment and procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (877) 404-2265, or write us at Adirondack Bank, Deposit Services Dept., 185 Genesee St., Utica, NY 13501, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Reference the Fee Schedule for stop payment charges.

Notice of varying amounts: If these regular payments vary in amounts, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get 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 that you set.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

14.Wire Transfer Requests - If you and your authorized representatives listed on the Enrollment Form desire to originate wire transfer of funds and the Bank is willing to act as your originating and receiving Bank for that purpose, but only with respect to those payment orders of yours which the Bank originates and accepts, then you will need to sign the Wire Transfer Agreement. (see attached if applicable)

15.Automated Clearing House Requests - If you and your authorized representatives listed on the Enrollment Form desire to originate Automated Clearing House (ACH) transactions (referred to herein as "Entries) through Financial Institution for deposit or withdrawal of funds to and from the accounts of your certain customers and other parties ("Customers") maintained at the Bank and other Participating Institutions ("Accounts"), then you will need to sign the Agreement to Perform Automated Clearing House Services. (see attached if applicable)

16.Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe 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, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to eCorp. You agree and hereby authorize all of these transfers of information.

17.Confidentiality - We will disclose information to third parties about your account or the transfers you make:

A. Where it is necessary for completing transfers;
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 or court orders, or
D. If you give us your written permission.

18.Periodic Statements - You will not receive a separate eCorp statement. Transfers to and from your accounts using eCorp will appear on the respective periodic paper statements for your Adirondack Bank accounts.

19.Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any eCorp service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Adirondack Bank web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject eCorp Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

20.In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Telephone us at (877) 404-2265, or write us at Adirondack Bank, Deposit Services, 185 Genesee St., Suite 700, Utica, NY 13501 as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST paper statement on which the problem or error appeared. When you contact us:

A. Tell us your name and account number (if any).
B. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
C. Tell us the dollar amount of the suspected error.
D. If the suspected error relates to a bill payment made via the eCorp system Bill Payment Service (Commercial ePay), tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us orally or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) business days.

We will determine whether an error occurred within 10 business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 in the form of a paper writing within ten (10) business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that 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.

21.Our Liability for Failure to Make a Transfer - 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer.
B. If a legal order directs us to prohibit withdrawals from the account.
C. If your account is closed, or if it has been frozen.
D. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
E. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
F. If any electronic terminal, telecommunication device, or any part of the eCorp system electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
G. If you have not provided us with complete and correct payment information for the eCorp Bill Payment Service (Commercial ePay), including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
H. If you have not properly followed the on-screen instructions for using eCorp.
I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

22.Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of you password, you can lose no more than $50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as $500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

23.Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eCorp system Services provided to you under this Agreement. We do not and cannot warrant that eCorp will operate without errors, or that any or all eCorp Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to eCorp, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Adirondack Bank and its affiliates exceed the amounts paid by you for the services provided to you through eCorp.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as $500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

24.Your Right to Terminate - You may cancel your eCorp service at any time by providing us with written notice by postal mail or fax. Your access to eCorp will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

25.Our Right to Terminate - You agree that we can terminate or limit your access to eCorp Services for any of the following reasons:

A. Without prior notice, if you have insufficient funds in any one of your Adirondack Bank accounts. eCorp service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
B. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
C. Upon reasonable notice, for any other reason in our sole discretion.

26.Communications Between Adirondack Bank and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

A. E-mail -You can contact us by e-mail at ecorp@adirondackbank.com (Please note that Banking transactions through eCorp are not made via e-mail.)
B. Telephone - You can contact us by telephone at (877) 404-2265
C. Facsimile - You can contact us by fax at (315) 733-2504
D. Postal Mail - You can write to us at:

Adirondack Bank
Deposit Services
185 Genesee St Suite 700
Utica, NY 13501

E. In Person - You may visit us in person at any one of our locations:

67 Main St., Saranac Lake, NY 12983
38 Hadjis, Lake Placid, NY 12946
108 Codling St., Old Forge, NY 13420
2817 Genesee St., Utica, NY 13501
448 Cornelia St., Plattsburgh, NY 12901
136 Oriskany Blvd, Whitesboro, NY 13492
804 Charlotte St., Utica, NY 13501
185 Genesee St., Utica, NY 13501
139 Church St., Saranac Lake, NY 12983
13150 State Route 12, Boonville, NY 13309
29 West Main St., Mohawk, NY 13407
214 N. Washington Street, Herkimer, NY 13350
1709 Black River Blvd., Rome, NY 13440
500 East Main St., Little Falls, NY 13365
296 West Main St., Ilion, NY 13357
120 East Washington St., Syracuse, NY 13202
9576 Main St., Route 365, Holland Patent, NY 13354

27.Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

By using Adirondack Bank eCorp you assert that you have read and agree to all the terms and conditions set forth in the above eCorp Internet Banking Service Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

_____	Adirondack Bank
Authorized Signer	Bank
By _____	By _____
Title _____	Title _____
Date _____	Date _____