

ADIRONDACK BANK CONSUMER INTERNET BANKING SERVICE AGREEMENT

This Consumer 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 eCom"). By using eCom, 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 (expressed 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 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, Fee Schedule, and Online Bill Payment Service Agreement, constitutes the entire agreement between you and the 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 eCom under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through eCom. "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 eCom including bill payments. "eCom Services" means the services provided pursuant to this Agreement, including the Bill Payment Service (ePay). "Business days" means Monday through Friday. Holidays are not included.
2. **Access** - To use eCom, you must have at least one account at Adirondack Bank, acquire the computer hardware and software required to access eCom, access to Internet service, a web browser that provides a commercially reasonable encryption software, and a valid e-mail address. It is your responsibility to maintain and upgrade your computer equipment for your use of eCom. 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 eCom. Once enrollment is completed, you have immediate access to your account information. eCom can be used to access all the Adirondack Bank accounts that you have ownership of. Access to your accounts through eCom will be based upon the identification of users specified by the social security number and ownership status. We undertake no obligation to monitor transactions through eCom to determine that they are made on behalf of the accountholder.
3. **Online Banking Services** - You can use eCom to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts, make stop payment requests, view checks, deposits and pay bills from your Bank accounts (via the optional online bill payment service ePay that includes person-to-person payments and money transfers to another financial institution) in the amounts and on the dates you specify or request. Balance and activity information is available as of the previous business day.
4. **Hours of Access** - You can use eCom seven (7) days a week, twenty-four hours (24) a day, although some or all eCom services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Adirondack Bank website.
5. **Your Password** - For security purposes, you determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and we suggest you change your password regularly. Upon three (3) unsuccessful attempts

to use your password, your access to eCom will be locked. To re-establish your authorization to use eCom, you must contact us to have your password reset or to obtain a new temporary password. If you forget your password, but your account is not locked, you can reset your password by utilizing the "Forgot Your Password?" link on the online banking website.

We require that you create a password that utilizes both upper and lower case alpha, numeric and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

6. Inactivity - If you do not access your online account (eCom) for twelve (12) months your account will be purged from the system. If your account is purged and you are an eStatement customer, your periodic account statement will be converted to a paper statement. This may impact account interest and benefits.
7. Security - You understand the importance of your role in preventing misuse of your accounts through eCom 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 eCom is encrypted in an effort to provide transmission security and eCom utilizes identification technology to verify that the sender and receiver of eCom transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the eCom 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 eCom, or e-mail transmitted to and from us, will not be monitored or read by others.
8. Fees and Charges - You agree to pay the fees and charges for your use of eCom Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Bank account designated as the "Primary Account" on your Enrollment Form. If you close your Primary Account, you must contact us immediately to designate another account as your Primary 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 eCom.
9. 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 as part of this Agreement. Adirondack Bank shall provide prior day and memo post balance and transaction information on your Bank account(s). Bank shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the eCom system by other reporting banks.
10. 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 eCom 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 Bank's satisfaction or which 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. Bank shall incur no liability for any loss to you or to any third person occasioned by 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 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.
- 11. Posting of Transfers - Transfers initiated through eCom 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. eCom 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 or bill payments from your accounts in order to avoid overdrafts.
- 12. Online Bill Payment Service (ePay) [if applicable] – Upon approval of the online bill payment services (ePay) you will be required to accept the online bill pay service agreement detailing the features and obligations of the ePay services. Refer to the online bill payment service agreement for specific information regarding the online bill payment services.
- 13. Stop Payment Requests – eCom allows you to: Place a stop payment order request of up to six (6) months in duration or determine the paid status of a check. Any stop payment placed on the eCom 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 eCom only for paper checks you have written (non-electronically) on your Adirondack Bank accounts (not ePay bill payer paper drafts.) Online stop payment requests are processed on the business day following the date the stop payment has been requested online. 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 the eCom system.
 - 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. Stop payment charges for eCom bill payment paper drafts will be assessed in addition to the stop payment charges 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 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 stop payment information provided on the online stop payment screen.

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. Confidentiality – We will disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us your written permission.
15. Periodic Statements - You will not receive a separate eCom statement. Transfers to and from your accounts using eCom will appear on the respective periodic statements for your Bank accounts.
16. Change in Terms - We may change any terms of this Agreement at any time. If the change would result in increased fees for any eCom 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 thirty (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 thirty (30) days after the change becomes effective. Your continued use of any or all of the subject eCom 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.
17. In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Telephone us at (315) 272-2500 or (877) 404-2265, Option 1, or write us at 185 Genesee St., Utica, NY 13501 as soon as possible, if you think your periodic account 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 have sent the FIRST periodic account 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. Explain as clearly as possible 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 eCom Bill Payment Service (ePay), contact an online bill payment representative at (877) 243-4439.

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

We will determine whether an error occurred within ten (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 within ten (10) business days, we may not credit your account.

For errors involving new account, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

18. Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, 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 eCom 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 eCom Bill Payment Service (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 eCom.
- 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.

19. 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 (See #23 below). 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 two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, your loss is limited to \$50 should your password be used without your consent.

If you do NOT contact us within two (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 periodic account statement shows transfers that you did not make, contact us at once. If we are not notified within sixty (60) days after the periodic account statement was mailed to you, you may be ineligible for funds lost through transactions made after the sixty (60) day time period if we can prove that we could have stopped someone from taking the money if we had been properly notified. Under extreme circumstances, we may extend these time periods.

20. 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 eCom services provided to you under this Agreement. We do not and cannot warrant that eCom will operate without errors, or that any or all eCom 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 eCom, 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 eCom.

21. Your Right to Terminate - You may cancel your eCom service at any time by providing us with written notice by postal mail or fax. Your access to eCom will be suspended within three (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.

22. Our Right to Terminate - You agree that we can terminate or limit your access to eCom services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any one of your Bank accounts. eCom service may be reinstated, at our discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B. Upon three (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 at our discretion.
- D. Inactivity of twelve (12) months. If you do not access your online account (eCom) for twelve (12) months your account will be purged from the system. If your account is purged and you are an eStatement customer, your periodic account statement will be converted to a paper statement. This may impact account interest and benefits.

23. 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 ecom@adirondackbank.com (Please note that banking transactions through eCom are not made via e-mail.)
- B. Telephone - You can contact us by telephone at (315) 272-2500 or (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
CLIENT SERVICES
185 GENESEE STREET, SUITE
700
UTICA, NY 13501

E. In Person - You may visit us in person at the above address or any one of our other locations. All Adirondack Bank locations and hours are available at adirondackbank.com.

24. 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 eCom system web site, the Adirondack Bank website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

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

Adirondack Bank Alerts Terms and Conditions

Alerts. Your enrollment in **Adirondack Bank** Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your **Adirondack Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **Adirondack Bank** Online Banking and **Manage Alerts** menu within **Adirondack Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Adirondack Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Adirondack Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Adirondack Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, **text "HELP" to 99588.** In case of questions please contact customer service at **1-877-404-2265, Option 1.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Adirondack Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Adirondack Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Adirondack Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.