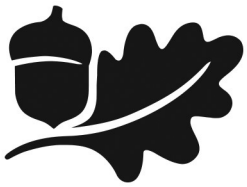
ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



Tompkins Bank & Trust

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Tompkins Bank & Trust. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card (hereinafter referred to collectively as "ATM Card") or Debit MasterCard (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by Tompkins Bank & Trust which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ATM CARD SERVICES. The services available through use of your ATM Card are described below.

ATM CARD SERVICES:

- You may withdraw cash from your checking account and savings account. Only one checking and one savings account may be accessed on this card.
- You may make deposits into your checking account. and savings account. Only one checking and one savings account may be accessed on this card.
- You may transfer funds between your checking account. and savings account. Only one checking and one savings account may be accessed on this card.
- You may make balance inquiries on your checking account. and savings account. Only one checking and one savings account may be accessed on this card.

DEBIT CARD SERVICES. The services available through use of your Debit Card are described below.

DEBIT MASTERCARD SERVICES:

- You may withdraw cash from your checking account and savings account. Only one checking and one savings account may be accessed on this card.
- You may make deposits into your checking accountand savings account. Only one checking and one savings account may be accessed on this card.
- You may transfer funds between your checking account and savings account. Only one checking and one savings account may be accessed on this card.
- You may make balance inquiries on your checking account and savings account. Only one checking and one savings account may be accessed on this card.
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): NYCE, Plus

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

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POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. Each time you use your Debit MasterCard for a Point of Sale transaction, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Point of Sale transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit MasterCard: checking account.

Your ATM and Debit Cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

IMPORTANT ADDITIONAL FEE NOTICE. Ask for our Schedule of Fees for a listing of maintenance fees and service charges applicable to your Debit/ATM Card.

SERVICES PROVIDED THROUGH USE OF TELEPHONE ACCESS. You may perform the following functions through use of TELEPHONE ACCESS:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, and home equity loans that you have with us.

In addition, you may perform other transactions such as: Report lost cards, activate a card.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF DIGITAL BANKING. Tompkins Bank & Trust offers its customers use of our Digital Banking service.

View electronic bills (e-bills) minimum payments due and account balances, if available
Pay bills online with one-time or recurring payments
Sign up for paperless statements (E-Statements)
Set up alerts to monitor account activity
Notification of electronic bills (e-bills) received and payments processed, if available
Schedule future and repeating transfers between bank accounts
Submit stop payment requests
Download account activity to Quicken or Quickbooks financial software
Mobile Banking
Mobile Check Deposit

ELECTRONIC CHECK CONVERSION. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

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TRANSACTION LIMITATIONS - ATM CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to $500.00 through use of ATMs in any one day.

TRANSACTION LIMITATIONS - DEBIT MASTERCARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to $500.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS. You may buy up to $5,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

OTHER LIMITATIONS.

- Retail bill pay limits are as follows: Pay a company - $50,000 / payment - no maximum; Pay an individual - $3,000 / business day; P2P (person to person) - $500 / transaction up to a maximum of $1,000 / business day.

  External transfers submitted through our Internet Banking or Mobile Banking service(optional transfers to or from account(s) at other US financial institutions) are limited to a maximum of $3,000.00 / business day.

  Using our Mobile Banking service, you can deposit a maximum of $7,500 / business day up to a maximum of $15,000 / calendar month.
- We reserve the right to impose limitations for security purposes at any time.
- **OTHER TRANSACTION LIMITATIONS**:
  $5,000 for a PIN Debit transaction
  $5,000 for a Credit or Signature transaction
  $500 for a Cash Advance

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is $15.00 or less. Upon completing a transaction of more than $15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than $15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is $15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (888)273-3210 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Tompkins Bank & Trust immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

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The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by contacting the Bank at 1-888-273-3210

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (888)273-3210
or
write to: Tompkins Bank & Trust
PO Box 460
Ithaca NY 14851

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: 1-888-273-3210 (24 Hours)
or
write to: Card Services Department
Tompkins Bank & Trust
PO Box 460
Ithaca NY 14851

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars ($50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars ($500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT MASTERCARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

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ILLEGAL USE OF DEBIT MASTERCARD. You agree not to use your Debit MasterCard for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (888)273-3210
or
write to: Tompkins Bank & Trust
PO Box 460
Ithaca NY 14851
or
use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Tompkins Bank & Trust no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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, we will be liable for your losses or damages as provided by law. 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 the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Fee Schedule to determine the applicable amount.

FEES. You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your ATM

Card or Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

FEE SCHEDULE. The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Tompkins Bank & Trust upon request.

You will be charged $10.00 per card for the issuance of replacement access cards.
You will be charged $1.00 for each transfer that you make using an automated teller machine not owned by Tompkins Bank & Trust.
You will be charged $1.00 for each External Transfer submitted through our Internet Banking or Mobile Banking service (optional transfer to or from account(s) at other US financial institutions).

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Tompkins Bank & Trust and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- The activity of the ATM facility is being recorded by a surveillance camera or cameras.
- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- You should close the entry door completely upon entering and exiting the ATM facility.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- You should not permit any unknown persons to enter the ATM facility after regular banking hours.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. You should place withdrawn cash securely upon your person before exiting the ATM facility. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Direct complaints concerning security in the ATM facility to our security department at (888)273-3210 if we own or operate the ATM, or if we do not own or operate the ATM, to the institution operating the ATM at the telephone number found on or near the ATM, or to the New York Department of Financial Services at 1-877-BANK NYS (1-877-226-5697). Further, the nearest available public telephone should be used to call the police if emergency assistance is needed.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Tompkins Bank & Trust.

Your debit card/ATM card may be deactivated after 12 months of inactivity.

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