

# Customer Disclosure - Retain for your Records

## ChexMate Overdraft Line of Credit Account Agreement

This agreement covers your ChexMate account with us. In this agreement, the words *you* and *your* refer to all persons signing this agreement. If this agreement is signed by more than one person, either or any person signing this agreement as applicant will be individually responsible for all loans made under this agreement. The words "we", "our", "us" and "Bank" refer to The Canandaigua National Bank and Trust Company. The word "overdraft" means any charge to your checking account which exceeds the deposit balance of the checking account.

**Overdraft Loans:** The Bank will make loan advances in multiples of \$100 to you or anyone authorized to sign checks on your checking account. You can obtain loan advances in the following ways:

1. Payment by us of any check drawn against or other charge made against your checking account which creates an overdraft.
2. Using your CNB MasterMoney Debit Card or CNBanker ATM card if the cash withdrawal from the automatic teller machine or your use of this card for other transactions results in an overdraft on your checking account.

You may also take loan advances by making online transfers from your ChexMate Account to your checking account for the exact amount of an overdraft or in an amount up to your available balance. The aggregate of your loan advances and charges under this agreement will be considered a single consolidated loan. You agree that the computer record of an authorized electronic charge, debit, telephone transaction, or transaction generated at an automatic teller machine, personal computer, or point of sale terminal which creates an overdraft on your checking account will constitute your written authorization to make a loan advance.

**Credit Limit:** The total outstanding loan balance resulting from advances on your ChexMate account may not exceed the maximum credit limit approved by the Bank. We may refuse to make loan advances when:

1. Your account balance exceeds or will exceed your credit limit if the advance were to be made.
2. Your account is cancelled for any reason.
3. You are delinquent in making payments.

**Periodic Billing Statement:** We will send you a monthly ChexMate billing statement showing the status of your account and the date your automatic payment, if any, will be withdrawn from your checking account.

**FINANCE CHARGE:** You agree to pay a finance charge on your outstanding loans. All loans shall have a finance charge computed at the **DAILY PERIODIC RATE** of .0492329% which shall apply to the closing principal balance of your account for each day of the statement cycle. This is an **ANNUAL PERCENTAGE RATE (APR)** of 17.97%. The finance charge shall begin to accrue the date each loan advance is posted to your account. The Bank computes the finance charge on your account by applying the daily periodic rate to the closing principal balance of your account each day. To get the closing principal balance, the Bank takes the beginning balance of your ChexMate account each day, adds new loans, subtracts any payments or credits and unpaid finance charges. This gives us the daily balance. All of the daily finance charges for each day in the billing cycle are added together and equal the total finance charge for the billing cycle. This is then added to the outstanding principal balance resulting in the statement closing balance from which payments are calculated and applied.

**Minimum Monthly Payment:** If you do not pay the total loan balance in full prior to your statement cycle date, the minimum payment will be the greater of \$20 or the total of: 1/60th of the balance of your account, plus finance charges and any past-due amount.

**Application of Payments:** Each installment or other payment you pay will be applied to interest, principal and late charges, in that order.

**Prepayment:** You may pay your outstanding ChexMate loan balance in part or full, at any time, without penalty.

**Automatic Payment Method:** You authorize the Bank to automatically charge your checking account each month, fifteen (15) days after the cycle date of your checking account for the minimum monthly payment, any service charges and any late fees.

**Transfer Fee:** A fee of \$5 will be charged for each loan advance from your ChexMate Account which is deposited to your checking account. The fee will be automatically charged to your checking account. This fee does not apply to Optimum Checking Accounts

**Late Fee:** Any payment you do not make by the due date shown on your statement is late. We will charge you a late fee of 5% of the payment amount up to a maximum of \$5 for each payment that is more than ten (10) days late.

**Default - Entire Balance Due:** If you do not pay each payment on time or if you breach any other part of this agreement, or any other agreement with us, we may, without notifying you, cancel your account and declare your entire balance due at once. We can also do this if anything you said in your application was untrue, or if you become bankrupt or die. Once your entire balance becomes due, you will have no further right to get loan advances under this agreement.

**Collection Costs:** If the Bank refers your account to an attorney for collection, you agree to pay court costs and reasonable attorney's fees.

**Deposits:** Deposits or other credits to your checking account will not reduce your indebtedness under this agreement.

**Canceling This Account:** The Bank can cancel this account at any time. You may also cancel this account by writing to us at the address shown on your statement. If your account is canceled, you must pay all you owe us, including any amounts which are due but not yet billed.

**Changing This Agreement:** We can change this agreement by providing you with a written notice by mail at least thirty (30) days prior to the effective date of this change.

**Laws Governing This Agreement:** This agreement is governed by New York State law.

**Affirmation of Applicant:** The applicant(s) affirm that all of the information in this credit application is true and complete, whether completed by the applicant(s) or by the Bank at the direction of the applicant(s). Each applicant understands that the Bank will rely on the information contained in this application in deciding whether or not to grant the requested loan.

## **YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### **Notify Us In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at 72 South Main Street, Canandaigua, NY 14424. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit.

You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount.

If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report your account to the credit reporting agencies when it becomes 30 days past due. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.