

## Online Banking Access Agreement & Disclosure

### I. Introduction

This Online Banking Access Agreement ("Access Agreement") for accessing your **Canandaigua National Bank & Trust** accounts through Online Banking explains the terms and conditions governing the Online Banking services, CNBillPay® and CNBusiness BillPay services offered through Online Banking. By using the Online Banking Services, you agree to be bound by the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of New York. The terms "we," "us," "our," "**Canandaigua National Bank & Trust**," and "Bank" refer to **The Canandaigua National Bank and Trust Company**. The terms "you" and "your" refer to each owner or authorized signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Online Banking can be used to access your **Canandaigua National Bank & Trust** accounts. Each of your accounts at **Canandaigua National Bank & Trust** is also governed by the applicable "Disclosure of Account Terms" and "Rules of the Deposit Account" ("Deposit Agreement and Disclosure"), which you received at the time the account was opened. If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Account with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency.

### II. Accessing Your Canandaigua National Bank & Trust Accounts through Online Banking

#### A. Requirements

To access your accounts through Online Banking, you must be an owner or authorized signer on the **Canandaigua National Bank & Trust** account and have an Online Banking Login and Password. You must also have access to Internet service, and an email address. Once we have received your request to use Online Banking and have verified your account information, we will send you notification that your account is active. Online Banking can be used to access only the accounts that you have designated. You can add or delete any of your accounts from this Agreement by sending a Secure Message via Online Banking or by contacting our Customer Call Center at **1-800-724-CNB1**. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by you. The Bank undertakes no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account owner. You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with us and, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.

You agree that you are responsible for actions taken by anyone using the Online Banking Service (Service) after signing in with your Login ID and password. We are entitled to rely and act upon instructions received under your Login ID and password.

You agree that you are responsible for keeping your Login ID and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Online Banking Service.

You agree that you will be the only user of your Login ID and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account whether or not authorized by you. You agree to immediately notify us at **1-800-724-CNB1** and report any actual or suspected unauthorized use of your Login ID or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website from one of these countries may result in your access being restricted and/or terminated.

## **B. Secure Message**

Sending a secure electronic message through Online Banking is a way to communicate with the Bank. Secure Message is provided for you to ask questions about your account(s) and to provide general feedback. Secure Message is accessible after you sign on with your Password to a session of Online Banking. To ensure the security of your account information, we recommend that you use Secure Message when asking specific questions about your account(s).

You cannot use Secure Message to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or call **1-800-724-CNBI**.

## **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through Online Banking. Please note that fees for special services may be assessed for use of CNBillPay® and CNBusiness BillPay and that a monthly fee for the CNBusiness BillPay service is assessed after a three-month, no-fee period. We may also assess a fee for use of the External Transfer functionality within Online Banking, and fees may be assessed by your Internet service provider. All other fees related to your accounts remain in effect as set forth in the *Schedule of Service Charges and Fees*.

## **D. New Services**

**Canandaigua National Bank & Trust** may, from time to time, introduce new Online Banking services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

## **E. Benefits of Using Online Banking**

You can use Online Banking to:

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

**F. Internet Security Information** - Our Online Banking Service utilizes a comprehensive industry standard security strategy to protect accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the Service can be viewed or printed from our website where the system's consumer or commercial features are explained. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the system. Your browser automatically activates this technology when it attempts to connect to our system and it will support only the highest 128-bit encryption technology available to ensure your protection. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a "Certificate Authority" to assure you that you are actually talking to our servers instead of someone pretending to be us.

During your use of the Internet Banking Service, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the Service, this cookie enables us to process multiple transactions during the session without having to provide your Login ID and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and a new cookie must be created by entering your Login ID and password information. A new cookie is used for each session so that no one can use the cookie to access your account. You agree that the security strategy described above is acceptable to you.

#### **G. Authentication Procedures.**

The Bank has adopted commercially reasonable authentication procedures and security procedures in accordance with guidance issued by the Federal Financial Institutions Examination Council for Authentication in an Internet Banking Environment. There is inherent risk associated with banking over the Internet. You are solely responsible for controlling the safekeeping of and access to your Login ID and password to Online Banking. If you believe that your Login ID and password have been used by an unauthorized individual, you must notify CNB and arrange to change your Login ID and password.

To the extent permitted by applicable law, you agree that these authentication and security procedures shall be sufficient to verify and authenticate your identity and to evidence your acceptance of and agreement to be bound by the terms and conditions of such electronic record.

**H. Virus Protection** – We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Viruses/malware can install software key-loggers that allow it to capture a user's credentials.

### **III. Terms and Conditions**

The first time you access your **Canandaigua National Bank & Trust** accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement, and you acknowledge your receipt and understanding of this agreement and disclosure.

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

You will designate an Online Banking Password that will give you access to your **Canandaigua National Bank & Trust** accounts for Online Banking access. For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. This password can be changed within Online Banking under Preferences - Security. We recommend that you change your password regularly. **Canandaigua National Bank & Trust** will act on instructions received under your Login ID and password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. Upon sequential unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you should contact us to have your password reset or to obtain a new temporary password. We require that you create a password that is at least six (6) characters and that utilizes both alpha and numeric 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.

#### **B. Payment Account**

Although there are no fees for accessing your accounts through Online Banking, you may be asked to designate a payment account for selected services available through CNBillPay® or CNBusiness BillPay. You agree to pay promptly all fees and

charges for services provided under this Agreement, and you authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **Canandaigua National Bank & Trust** and identify a new payment account for the selected services. Additionally, if you close all **Canandaigua National Bank & Trust** accounts, you must notify **Canandaigua National Bank & Trust** Customer Service to cancel Online Banking Services.

Your Online Banking access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking Services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **Canandaigua National Bank & Trust** Customer Service at **1-800-724-CNB1**.

If you do not access your **Canandaigua National Bank & Trust** accounts through Online Banking for any one-year period, **Canandaigua National Bank & Trust** reserves the right to discontinue your Service without notice. Please note that your bill payment information will be lost if your Online Banking Service is discontinued.

You agree to be responsible for any telephone charges, or charges assessed by your Internet Service Provider, which are incurred by accessing your **Canandaigua National Bank & Trust** accounts through Online Banking.

If you wish to cancel any of the Online Banking Services, please contact **Canandaigua National Bank & Trust** Customer Service at **1-800-724-CNB1** or send us cancellation instructions in writing to **Canandaigua National Bank & Trust, 72 South Main St., Canandaigua, NY 14424, ATTN: Customer Service Center**.

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **Canandaigua National Bank & Trust**, or by Internet browser providers, or by Internet access providers, or by Online service providers, or by an agent or subcontractor of any of the foregoing. You also agree that we or the service providers shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Online Banking, or Internet browser or access software.

Except as otherwise expressly provided herein, your use of any of the services provided within Online Banking is at your own risk. None of the entities comprising Canandaigua National Bank & Trust, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering any of the services provided within Online Banking is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of these services, or the inability to access or use these services, whether caused by Canandaigua National Bank & Trust or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party. Nothing contained in the Online Banking services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE CANANDAIGUA NATIONAL BANK & TRUST MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CANANDAIGUA NATIONAL BANK & TRUST MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED WITHIN, OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

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

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

1. Certain electronic funds transfers involving currency disbursement, like Point of Sale (POS) and ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at **Canandaigua National Bank & Trust's** discretion, be canceled.

Overdraft Fees related to your accounts remain in effect as set forth in the *Schedule of Service Charges and Fees*.

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

You can access your **Canandaigua National Bank & Trust** accounts through Online Banking seven (7) days a week, 24 hours a day. However, at certain times, some or all of the Online Banking Service may not be available due to system maintenance. We will post notice Online when planned system maintenance is scheduled; however, in emergency situations, where system maintenance becomes necessary, we may not be able to provide advance notice.

A transfer initiated through Online Banking before **6:00 p.m.**, on a business day is posted to your account the same day. All transfers completed after **6:00 p.m.**, on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday; Saturday, Sunday and Federal holidays are not included as a business day.

#### **Potential Disruptions of Service**

Access to the Website may be unavailable from time to time, or may be delayed, or limited or slowed due to, among other things:

- hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of the Bank.

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

**Obtaining Account Balance and Transaction History** - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

**Transferring Funds** - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## IV. CNBillPay® and CNBusiness BillPay Online Payment Services

### A. Using the Services

The CNBillPay® and CNBusiness BillPay Services allow you to schedule bill payments through Online Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your **Canandaigua National Bank & Trust** checking accounts. You may pay any merchant or individual within the United States (including U.S. Territories and APOs/AEOs) through the use of CNBillPay® or CNBusiness BillPay. We are unable to process any payment of taxes or court-directed payments through CNBillPay® or CNBusiness BillPay. Enrollment for CNBillPay® and CNBusiness BillPay is processed through Online Banking.

There is no monthly fee for use of the CNBillPay® Service. There is no fee for the first three months for use of the CNBusiness BillPay Service; however, a \$7.95 per month fee will be assessed beginning the fourth month and for subsequent months thereafter. You may make an unlimited number of payments each month using either CNBillPay® or CNBusiness BillPay.

### B. Agreement

Once you have signed on to Online Banking, click on *CNBillPay®* or *CNBusiness BillPay*. Prior to your use of CNBillPay® or CNBusiness BillPay, you will be presented with and will be asked to agree to the CNBillPay® Agreement and Disclosure or the CNBusiness BillPay Agreement and Disclosure. After you have set up your initial Payees and Payments, you may add, delete, or revise them by accessing the Service and entering the appropriate information. If you elect to utilize the CNBillPay® or CNBusiness BillPay Service, you direct Canandaigua National Bank & Trust to make payments from your designated **Checking** Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Checking Account Agreements and other disclosures and documents in effect from time to time governing your Checking Account (the *Account Rules*). Bill payments are processed from your **Checking** Account by Electronic Funds Transfer if the Payee accepts electronic payments. Payees who do not accept electronic payments will receive payments by check.

## V. General Terms

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

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will: notify you through Online Banking; send a notice to you at the address shown on our records; or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online Banking transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. Your continued use of the accounts or services will serve as your acceptance of these changes. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Our waiver, reduction, or reversal of charges or fees in individual situations does not obligate us to continued or future waiver, reduction, or reversal of charges or fees. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

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

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

## **C. Questions or Error Correction on Online Banking Transactions**

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

- Contact **Canandaigua National Bank & Trust** by Secure Message.
- Fax **Canandaigua National Bank & Trust** at **1-585-394-4001**, **ATTN: Customer Service Center**.
- Telephone **Canandaigua National Bank & Trust** at **1-800-724-CNB1**.
- Write **Canandaigua National Bank & Trust** at **72 South Main St., Canandaigua, NY 14424**, **ATTN: Customer Service Center**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first periodic statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

For consumer customers, and as required by the Electronic Funds Transfer Act, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation. For investigations requested within the first thirty (30) calendar days after the first deposit to the account is made, we may take twenty (20) business days after we hear from you to tell you the results of our investigation, or alternatively, re-credit your account and resolve the error within ninety (90) calendar days.

If we do not complete a transfer to or from your **Canandaigua National Bank & Trust** account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages as long as your account was in good standing with the payee prior to this incident.. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.

- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow to access your account, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

We will not be liable for indirect, special, or consequential damages.

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

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

**Canandaigua National Bank & Trust** reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

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, executors, administrators, successors and assigns, and on 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.

**E. 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 Online Banking website or by email. You agree to notify us immediately of any change in your email address.

#### **VI. Electronic Consent and Electronic Statements (e-Statement)**

##### **A. Electronic Consent**

By accepting the electronic version of this Agreement, you agree that we may make agreements with you concerning any of the services delivered through Online Banking through electronic means. You provide your authorization and informed consent to the electronic Alert Notice and the delivery of Electronic Records selected for your designated accounts as described in this Agreement. All agreements entered into by electronic means will be deemed valid, authentic, and will have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to us.

You further agree that electronic copies of your Online Delivery account statement are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.



By accepting the terms and conditions of this Agreement, you represent and warrant that you are authorized to do so on behalf of all owners for the designated accounts.

## **B. Agreement to Electronic Delivery of Statements**

If you elect to utilize this service, you agree to the electronic delivery of your periodic statement that we have previously provided to you in writing. You agree that your consent to electronic delivery of your periodic statement applies only to the deposit accounts on which you are an owner or authorized user, and that are accessible by you through the Online Banking Service. If you are currently receiving paper images of checks with your periodic statement, electronic delivery of account disclosures includes electronic delivery of your check images. As a result, you will no longer be charged the monthly maintenance fee related to paper delivery of these images.

You agree that we may charge a fee to provide paper copies of statements that have previously been provided to you by electronic delivery, as set forth in the *Financial Services Guide – Fees for Special Handling*. You agree to provide the Bank with a current electronic (e-mail) address to which notices of the availability of the e-statements will routinely be mailed. You agree that if your e-mail address changes, that you will promptly notify the Bank of the new e-mail address to which notifications should be sent.

In order to access and retain the periodic statements that are delivered electronically, you must have software and hardware requirements that will be set forth in a separate e-Statement Agreement and Disclosure, which will be provided if you elect to use this service.

## **C. Withdrawal of Consent**

You may withdraw your consent to electronic delivery and request paper copies of periodic statements at any time. If you choose to withdraw your consent to electronic delivery of periodic statements, you should send your written request to The Canandaigua National Bank and Trust Company, 72 South Main Street, Canandaigua, NY 14424, ATTN: Deposit Operations, or you should send your electronic request via Secure Message or by e-mail to: [webbranch@cnbank.com](mailto:webbranch@cnbank.com).

## **D. Enrollment Process**

To complete the enrollment process for electronic delivery of your periodic statements, you must choose the statement delivery method within Online Banking.

## **VII. Automated Clearing House (ACH) and Wire Transfer Services**

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

If you elect to utilize these services, a separate application and agreement are required. We will work with you to establish appropriate daily limits for each type of transaction. Once these daily limits have been established within Online Banking, you will be able to originate ACH transactions and initiate Wire Transfers within Online Banking. The terms and conditions related to conducting ACH and Wire Transfer transactions are set forth in a separate *ACH and Wire Transfer Services Agreement*.

### **B. Enrollment Process**

Contact our Customer Service Center at 1-800-724-CNB1 if you would like access to the ACH Origination or Wire Transfer Service.

## **VIII. Protecting Your Account**

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

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your periodic statement upon receipt. If you find that your records and ours disagree, you should immediately call **Canandaigua National Bank & Trust** Customer Service Center at **1-800-724-CNBI**.

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

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

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online Banking password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **Canandaigua National Bank & Trust** Customer Service Center at once at **1-800-724-CNBI**.

### **B. Unauthorized Transactions in Your Canandaigua National Bank & Trust Accounts**

Notify us immediately if you believe another person has improperly obtained your Online Banking password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **Canandaigua National Bank & Trust** Customer Service at **1-800-724-CNBI**, or write **Canandaigua National Bank & Trust, 72 South Main St., Canandaigua, NY 14424, ATTN: Customer Service Center**.

**For consumer customers**, if your Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a **Canandaigua National Bank & Trust** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your periodic statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the periodic statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

## **IX. Automated Alert Service**

Online Banking offers both automated security alerts and opt-in alerts. Security alerts are sent to your primary e-mail address automatically for fraud reasons when certain changes to your account occur, such as the addition of a new bill payee(s), password and user ID updates, or changes in your physical or primary email address. These alerts are part of the Online Banking Service and are not optional.

In addition to security alerts, you may choose to receive additional alerts regarding other Online Banking and account activity delivered by telephone or e-mail. You will be asked to select from contact options when you sign up for the alert. By signing up to receive any opt-in alerts, you consent to delivery of such alerts in the format selected (such as text or prerecorded voice) to the contact telephone numbers or email addresses you identify. You are responsible for notifying us of any changes to your e-mail, mobile device, and telephone contacts to which alerts are sent. To stop receiving any optional alerts, log into Online Banking and change your selections from the Alert Options page or contact the Customer Service Center at 1-800-724-CNB1.

Your full account number will not be included in any alert. However, alerts may contain our name and information about your accounts. Depending upon the alert, information pertaining to loan and checking account balances, checks written, or insufficient funds may be included. Anyone with access to your e-mail, mobile device(s), and telephone or telephone answering machine(s) or service(s) may be able to access the contents of the alerts. It is your responsibility to secure these devices, protect your Login IDs(s) and password(s), and provide timely information about telephone or e-mail contact changes in order to protect the confidentiality of this information. You consent to any disclosures by the Bank which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We endeavor to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alert. Alert balances will not reflect pending transactions, and deposits may not be available for immediate withdrawal. If you require additional details about a transaction, you may log in to Online Banking or contact our Customer Service Center at 1-800-724-CNB1. You agree that we will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

## **X. CNBudget Central Financial Management Services**

### **A. Description of Service**

CNBudget Central is a personal financial management service that allows you to manage your information by consolidating it in one place. CNBudget Central allows you to retrieve, view, and maintain information you have available at various web sites you designate, but all within one convenient service. You may add information about accounts accessible at other web sites that you maintain at other institutions. When you use CNBudget Central to access a third-party web site, you agree to the following:

- 1) You authorize Canandaigua National Bank & Trust and its providers to access the third-party web sites and accounts you designate to retrieve account information on your behalf, and you appoint us as your agent for this limited purpose. You hereby grant Canandaigua National Bank & Trust and its providers as your true and lawful attorney-in-fact, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third-party web sites, retrieve account information, and use your information, for the purpose of accessing your accounts and operating CNBudget Central, with full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.
- 2) You represent that you are a legal owner of the accounts at third-party web sites which you include in CNBudget Central and that you have the authority to: (i) designate us as your agent, (ii) use CNBudget Central and (iii) give us your passwords, Login IDs, and all other information you provide.
- 3) You agree and acknowledge that when we access and retrieve information from the third-party web site, we act as your agent, and not the agent or on behalf of the third party.
- 4) CNBudget Central does not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting such financial accounts. When you access a third-party web site through CNBudget Central, you open a new browser window to directly connect you to the third-party web site and submit information you have designated to allow further access to that site. Transactions and inquiries you initiate at such a site are not made through CNBudget Central, and we have no responsibility for such transactions. You are

responsible for all fees charged by the third-party in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on such site, you agree to direct these to the third-party account provider.

5) Third-party web sites shall be entitled to rely on the above authorizations granted by you.

6) CNBudget Central is not sponsored or endorsed by any providers of the third-party accounts you access through CNBudget Central.

7) Balances shown on CNBudget Central reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. Data and information is provided for informational purposes only, and is not intended for trading or transactional purposes. You agree that we are not liable for any errors or delays in the content, information, data, calculations, and advice users may receive relative thereto or for any actions taken in reliance thereon. The services which you may be able to access through CNBudget Central are services of the listed institutions. CNBudget Central provides links to selected institutions for your convenience only. We do not endorse or recommend the services of any institution. The third-party institution you select is solely responsible for its services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of the institution.

8) You may also add information into CNBudget Central for accounts not available at other web sites or which are not linked to CNBudget Central. In such case, you are solely responsible for the accuracy of such information.

9) CNBudget Central is meant to assist you with managing your accounts and is not intended to provide legal, tax or financial advice.

#### **B. Accurate Information**

You agree that all information you provide to us in connection with CNBudget Central is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating CNBudget Central. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

#### **C. User Conduct**

You agree not to resell or make any commercial use of the services in CNBudget Central. You agree not to use CNBudget Central or the content or information delivered through CNBudget Central in any way that would: (a) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (b) be false, misleading or inaccurate; (c) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (d) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of CNBudget Central to impersonate another person or entity; (e) create liability for Canandaigua National Bank & Trust or its affiliates or cause us to lose (in whole or in part) the services of our third-party provider; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks connected to CNBudget Central; (i) interfere with or disrupt the use of CNBudget Central by any other user; (j) access the information and content manually by request and not programmatically by macro or other automated means; or (k) use CNBudget Central in such a manner as to gain unauthorized entry or access to the computer systems.

#### **D. Indemnification of the Bank**

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate Bank and our service providers and affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of CNBudget Central, your violation of this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

#### **E. Relationship to Other Agreements**

You may use CNBudget Central to access services offered by Canandaigua National Bank & Trust, its affiliates, or third parties not affiliated with Canandaigua National Bank & Trust. You agree that when you use these services, you will be subject to any terms and conditions established by those third parties, including Canandaigua National Bank & Trust, its affiliates or unaffiliated service providers, and that this Agreement does not amend any of those terms and conditions. You agree that only the third parties are responsible for such services, and if you have any problems with these third parties, you should contact them directly. Any service offered by Canandaigua National Bank & Trust or any of its affiliates will display the name of the Bank or the affiliate and the Canandaigua National Bank & Trust logo on the webpage.

#### **F. Changes or Cancellation**

You may cancel your use of CNBudget Central by calling us at 1.800.724.CNB1. We reserve the right to change or cancel this service at any time without notice. We may also suspend your access to CNBudget Central at anytime without notice and for any reason, including but not limited to your non-use of this service. You agree that we will not be liable to you or any third party for any modification or discontinuance of CNBudget Central.

By clicking on the *Agree* button, you agree to all terms of the Online Banking Access Agreement and Disclosure.

rev. 4.23.15