# Your Consumer Deposit Account Agreement



Privacy Policy
Terms and Conditions
Electronic Funds Transfer
Funds Availability Policy



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### **Facts**

## WHAT DOES NBT BANK DO WITH YOUR PERSONAL INFORMATION?



#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and checking account information
- payment history and credit history
- account balances and account transactions

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons NBT Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NBT Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes–information about your transactions and experiences	YES	YES
For our affiliates' everyday business purposes—information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	NO	We don't share

# To limit our sharing

Call 1.800.NBT.BANK (1.800.628.2265) - our menu will prompt you through your choice(s)

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 1.800.NBT.BANK (1.800.628.2265) or go to www.nbtbank.com.

Who we are	
Who is providing this notice?	NBT Bank, N.A.

What we do	
How does NBT Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  Keeping financial information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect Customer Information.
How does NBT Bank collect my personal information?	We collect your personal information, for example, when you     open an account or apply for a loan     pay us by check or deposit money     use your credit or debit card  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes – information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to
What happens when I limit sharing for an account I hold jointly with someone else?	limit sharing. See below for more on your rights under state law.  Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include companies with a common corporate identity of NBT Bancorp Inc.; financial companies such as EPIC Retirement Plan Services, Third Party Administrators, Inc., Actuarial Designs & Solutions, Inc., NBT Capital Management, Inc., Cleveland Hauswirth Investment Management, Downeast Pension Services, Inc.; Alliance Benefit Group of Illinois, Inc. (ABGIL), Retirement Direct; and nonfinancial companies, such as NBT Insurance Agency.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	■ NBT Bank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	<ul> <li>Our joint marketing partners include other financial institutions and credit card companies.</li> </ul>

#### Other important information

**State Law:** We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.

#### Important Information about Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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#### TERMS AND CONDITIONS OF YOUR ACCOUNT

#### Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of New York and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

#### Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

#### **Deposits**

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of

endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. When you present items for deposit into your account, we may not always verify it. It is your responsibility to ensure the amount actually deposited is reflected on the deposit ticket. However, should we identify discrepancies between amounts shown on the itemized deposit ticket and the amount actually deposited, we will reconcile the difference and your account will be debited or credited to reflect the amount of the actual deposit, regardless of what is stated on the itemized deposit ticket. You will be notified if an adjustment is made. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### **Reclassification of Account for Regulatory Purposes**

If your account is a checking account, it consists of a checking sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts for regulatory reporting purposes. On a sixth transfer during a statement cycle, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protections, or your monthly statement.

#### **Withdrawals**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Stale checks -** We can, but do not have to, pay a check that is dated more than six months before it is presented to us for payment.

**Certified checks -** You can "certify" a check drawn on your account. A check is certified when we set aside available funds in an amount sufficient to pay the check. Once a check is certified, it is considered accepted and paid by us, and payment becomes our obligation. There may be a fee for certifying checks.

Lost or stolen certified checks will not be replaced without a bond and/or indemnity agreement, or a court order except as otherwise provided by law.

**Official checks -** Lost or stolen Official Checks will not be replaced without a bond and/or indemnity agreement, or court order except as otherwise provided by law.

**Checks and withdrawal rules -** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in

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number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions -** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal -** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

**Generally -** The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance -** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts -** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid

overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees -** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information -** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance through online or mobile banking, accessing your account information by phone or coming into one of our branch locations.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items -** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to generally pay items in dollar amount order, high to low up to the available balance in the account on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

#### Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account -** is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - This is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks or other orders) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks or other orders) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks or other orders) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

**Revocable Trust Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **Stop Payments**

The Bank and you agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code) governing Stop Payment Orders. Stop Payment orders are effective until such a time as you request the cancellation of the stop payment in writing. To be effective, the Stop Payment order or written cancellation must be received soon enough to give the Bank a REASONABLE TIME\* to act on it. You agree to pay all liabilities and expenses (such as attorney's fees) that the Bank incurs as a result of following the order confirmed in our agreement or any cancellation of it.

\*A reasonable time for us to do so would not end until at least the close of business of the next banking day after we receive the order or written cancellation.

#### **Telephone Transfers**

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

#### Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

#### **Notices**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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#### **Statements**

Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. Any legal action brought against us concerning any suspected error or problem must be brought within one year after we mail or deliver your account statement to you even if you notify us of the suspected error or problem as described above.

**Errors relating to electronic fund transfers or substitute checks -** For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received -** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

#### **Account Transfer**

This account may not be transferred or assigned without our prior written consent.

#### **Direct Deposits**

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

#### **Temporary Account Agreement**

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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#### Setoff

You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### **Restrictive Legends or Endorsements**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

#### **Facsimile Signatures**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

#### **Check Processing**

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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#### **Check Cashing**

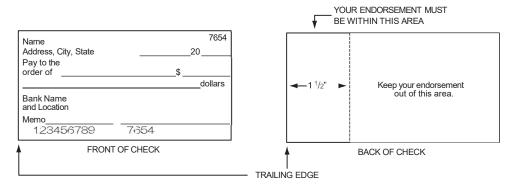
We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

#### **Endorsements**

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within  $1^{1}/2^{\circ}$  of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

#### **Death or Incompetence**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

#### **Fiduciary Accounts**

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we

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are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

#### **Credit Verification**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

#### **Legal Actions Affecting Your Account**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **Account Security**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

#### **Telephonic Instructions**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

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#### Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

#### Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

#### **Address or Name Changes**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### **Resolving Account Disputes**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that

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the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

#### **Waiver of Notices**

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

#### **ACH and Wire Transfers**

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **Telephone Consumer Protection Act**

When you give us your mobile phone number, you are giving us your permission to contact you at that number about all of your NBT accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of NBT to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply. Please call us at 1-800-628-2265 if you wish to change or revoke these permissions.

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#### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

#### **Types of Electronic Fund Transfers**

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**NBT Banker Line Transfers - types of transfers -** You may access your account by telephone 24 hours a day at (607) 337-2265 or 1-800-628-2265 using a touch tone phone and your account numbers, to:

- transfer funds from checking, savings or line of credit to checking, savings or line of credit
- make payments from checking or savings to loan accounts with us

**ATM Transactions - types of transactions and dollar limitations -** You may access your account(s) by ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- · make deposits to checking or savings account(s)
- make cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$600.00 per day.
- transfer funds from checking or savings to checking or savings account(s)

Some of these services may not be available at all terminals.

**Types of Debit Card Point-of-Sale Transactions -** You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

#### Point-of-Sale Transactions - frequency and dollar limitations - Using your card:

- · you may make no more than 50 transactions per day, per card
- you may not exceed \$10,000.00 in transactions per day (signature) or \$1,500.00 per day (PIN-based).

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**Currency Conversion.** When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government- mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banker and Mobile Banking Transfers - types of transfers and limits - You may access your Online Banker account(s) by computer through the internet by logging onto our website at www.nbtbank.com and using your password and login ID, and you may access your Mobile Banking account(s) through the browser on your cell or mobile phone or by using a Mobile App or NBT Bank Web App, to:

- transfer funds from checking, savings or line of credit to checking, savings, line of credit and loan accounts with NBT Bank
- transfer funds from deposit account(s) you have at other financial institutions to checking, savings, and loan accounts with NBT Bank
  - transfer limits
    - Weekly \$2,000 (Receive)
    - Monthly \$5,000 (Receive)
- transfer funds from checking and savings to deposit account(s) you have at other financial institutions
  - · transfer limits
    - Weekly \$2,000 (Send)
    - Monthly \$5,000 (Send)
- make payments from checking to third parties (Bill Pay and Zelle)

All of the transactions listed above may be completed through Mobile Banking, except for payments to third-party vendors and merchants (Bill Pay and Zelle) by utilizing Short Message Service (SMS) "texting."

#### **Limitations on frequency of transfers**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

• Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

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#### **Fees**

- Charges for electronic transfers are disclosed at the time of transfer or in the Pricing Schedule that we have provided to you.
- Unless a charge is indicated on the Pricing Schedule, we do not charge for direct deposit to any type of account or
  preauthorized payments from any type of account.
- Fees and surcharges from third parties and text or data rates may apply. Check with your cell phone or internet provider or with the third party providing the service for details on specific fees and charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network 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).

#### **Documentation**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** 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 1-800-628-2265 or (607) 337-2265 (NBT Banker Line) or visit online at www.nbtbank.com to find out whether or not the deposit has been made.
- · Periodic statements.

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. If you receive a combined statement, then you will get a monthly statement for your savings account regardless of electronic fund transfer activity.

#### **Preauthorized Payments**

- Right to stop payment and procedure 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 is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 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 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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 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.

#### **Financial Institution's Liability**

**Liability for failure to make transfers.** 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. However, there are some exceptions. We will not be liable. for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

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- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### Confidentiality

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

- (1) where it is necessary for completing transfers; 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) as explained in the Privacy Disclosure.

#### **Unauthorized Transfers**

#### (a) Consumer liability.

Generally. Tell us AT ONCE if you believe your card and/or PIN 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for Visa®-branded Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Fraud Monitoring on Card Activity**

To protect your account, we monitor your ATM and debit card transactions for potentially fraudulent activity. This activity includes: a sudden change in location (such as when a card issued in the United States is used unexpectedly out of the country); a sudden string of costly purchases; or any pattern associated with new frauds worldwide.

If we suspect fraudulent card use, fraud detection specialists from an affiliated firm will be contacting you to validate the legitimacy of your transactions (this may be from a person or an automated system). Your timely response is critical in preventing potential risk and avoiding restrictions we may place on the use of your card.

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During this contact, you will be:

- 1. Asked to verify recent transaction activity on your card.
- 2. Provided with a toll free number to call should you have additional questions.

But you WILL NOT be asked to provide your card number or PIN.

Our goal is to minimize your exposure to fraud and the impact it may have on your account. To ensure we can reach you whenever potential fraud is detected, please keep us informed about your current phone number, email address and mailing address. If the fraud detection specialists calling on our behalf cannot reach you, a bank employee may attempt to contact you. If the bank is unable to reach you and we are reasonably certain that your ATM or debit card is being used fraudulently, we may be forced to block the use of the card.

Please be diligent in monitoring transaction activity on your account and contact us immediately if you identify any fraudulent transactions.

#### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

NBT BANK, 52 SOUTH BROAD ST, NORWICH, NY 13815 Business Days: Monday through Friday Excluding Federal Holidays Phone: 1-800-628-2265 Table of Contents Privacy Terms & Conditions Electronic Transfers Funds Availability

#### **Notice of ATM/Night Deposit Facility User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- 1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- 2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- 3. Compare your records with the account statements or account histories that you receive.
- 4. Don't lend your ATM card to anyone.
- 5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- 7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- 8. Prevent others from seeing you enter your PIN by using your body to shield their view.
- 9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- 10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- 11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- 12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
- 13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- 14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- 15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Complaints concerning ATM facility security can be addressed by calling the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

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#### **FUNDS AVAILABILITY POLICY**

Our policy is to make funds from your deposits quickly available to you according to the schedule explained below. Until the funds are available, you may not withdraw the funds in cash and the Bank may not use the funds to pay checks that you have written. Even after funds are made available to you, you are still responsible for any checks that are returned to us unpaid.

#### **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit at one of our offices on a business day that we are open or up to 6:00 p.m. at an ATM, we will consider that day to be the day of your deposit. However, if you make a deposit at one of our offices on a day we are not open or after 6:00 p.m. at an ATM, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

#### Same-Day Availability

Funds from electronic direct deposits, wire transfers, and the following deposits if made in person to one of our employees will be available on the day of deposit: cash, on-us official checks and on-us money orders.

#### **Next-Day Availability**

Funds from the following deposits are available to you on the first business day after the banking day of your deposit if you make the deposit in person to one of our employees and the checks are payable to you: U.S. Treasury checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal money orders, state and local government checks, cashier's, certified and teller's checks, checks drawn on NBT Bank and any of its divisions and checks drawn on all other U.S. banks.

#### **Longer Delays May Apply**

In some cases, we will not make the funds that you deposit by check available to you according to the schedule noted above. If we are going to delay the availability of your check deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the banking day of your deposit.

#### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from cash, electronic direct deposits, wire transfers, on-us official checks and on-us money orders deposited to your account will be available on the banking day we receive the deposit. Funds from deposits of checks drawn on NBT Bank and

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any of its divisions and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the banking day of your deposit if the deposit meets certain conditions. For example, if you make the deposit in person to one of our employees and the checks are made payable to you and you may have to use a special deposit slip. The excess over \$5,525 will be available on the ninth business day after the banking day of your deposit.

Funds from checks drawn on all other US banks will be available on the ninth business day after the banking day of your deposit.

#### **Deposits at ATMs**

Funds from deposits made at proprietary ATMs are available in accordance with the schedule set forth above, except for deposits of cash, on-us official and on-us money orders which will be available on the first business day after the banking day of deposit. Please note this schedule for funds availability from ATMs may be affected by daily cash limits that are imposed on ATM transactions. Consult your NBT Bank Electronic Fund Transfers – Your Rights and Responsibilities Disclosure for information regarding daily ATM cash limits.

#### **Deposits at Night Depository**

Funds placed in a night depository are considered deposited on the banking day the deposit is removed and the contents are available for processing.

#### **Foreign Checks**

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

#### Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account(s) at NBT Bank or any of its divisions. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.



Classic Checking	Minimum Balance to Open Online - \$25.00 In-Branch - \$0.00		
Account	There in No Monthly Maintenance Fee	\$0.00	
	Fees See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.		

Online - \$25.00 In-Branch - \$0.00	
Monthly Maintenance Fee A monthly maintenance fee will be imposed each monthly statement cycle if the average daily balance falls below \$500.00.	\$6.00
The monthly maintenance fee is waived for customers age 50 and over.	\$0.00
Data Information	

#### Rate Information

Minimum Balance to Open

The interest rate and annual percentage yield for your account depend on the applicable rate tier. Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).

#### **Determination of Rate**

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

# Classic Interest Checking Account

#### Frequency of Rate Changes

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### **Minimum Balance to Earn Interest**

Interest begins accruing on balances of \$100.00 or more. If you do not maintain a balance high enough to accrue at least \$0.01 of interest in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month. If you close your account before the interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Non-cash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### Fees

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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### **Truth in Savings Disclosure**

#### **NBT Bank Online Account Opening**



#### Minimum Balance to Open

Online - \$25.00 In-Branch - N/A

#### There is No Monthly Maintenance Fee

\$0.00

#### **Rate Information**

The interest rate and annual percentage yield for your account depend on the applicable rate tier. Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).

#### **Determination of Rate**

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

#### **Frequency of Rate Changes**

### eChecking Account

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### **Minimum Balance to Earn Interest**

Interest begins accruing on balances of \$100.00 or more. If you do not maintain a balance high enough to accrue at least \$0.01 of interest in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month. If you close your account before interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Noncash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### Fees

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

### iStrive Checking Account

#### Minimum Balance to Open

Online - \$25.00 In-Branch - \$0.00

#### There is No Monthly Maintenance Fee

\$0.00

#### **Fees**

- \$3.00 fee per check for any checks written off the account.
- If customer does not complete eStatement enrollment within 90 days of account opening, there will be a \$2.00 fee for paper statements

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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#### NBT iSelect Account

**Statement Savings** 

Account

#### Minimum Balance to Open

Online- \$25.00 In-Branch- \$0.00

#### There is No Monthly Maintenance Fee

\$0.00

#### **Fees**

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

#### Minimum Balance to Open

Online - \$25.00

In-Branch - \$0.00

#### There is No Monthly Maintenance Fee

\$0.00

#### **Rate Information**

Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).

#### **Determination of Rate**

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

#### **Frequency of Rate Changes**

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### **Minimum Balance to Earn Interest**

Interest begins accruing on balances of \$25.00 or more. If you do not maintain a balance high enough to accrue at least \$0.01 in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month if receiving a combined statement, otherwise credited quarterly. If you close your account before interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Noncash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### **Transaction Limitations**

Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle. Depositors who continue to exceed these limits may lose the transfer and check writing features of their account.

#### **Fees**

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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#### Minimum Balance to Open

Online- \$25.00 In-Branch- \$0.00

#### No Monthly Maintenance Fee

\$0.00

#### **Rate Information**

The interest rate and annual percentage yield for your account depend on the applicable rate tier. Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).

#### **Determination of Rate**

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

#### **Frequency of Rate Changes**

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### eSavings Account

#### **Minimum Balance to Earn Interest**

Interest begins accruing on balances of \$25.00 or more. If you do not maintain a balance high enough to accrue at least \$0.01 in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month if receiving a combined statement, otherwise credited quarterly. If you close your account before interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Noncash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### **Transaction Limitations**

Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle. Depositors who continue to exceed these limits may lose the transfer and check writing features of their account.

#### Fees

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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#### Minimum Balance to Open

Online- \$25.00 In-Branch- \$0.00

There is No Monthly Maintenance Fee

\$0.00

#### **Rate Information**

The interest rate and annual percentage yield for your account depend on the applicable rate tier. Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265) for other fees and service charges refer to the NBT Bank Pricing Schedule.

#### **Determination of Rate**

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

#### **Frequency of Rate Changes**

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### **Minimum Balance to Earn Interest**

#### iStrive Savings

Interest begins accruing on balances of \$25.00 or more. If you do not maintain a balance high enough to accrue at least \$0.01 in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month if receiving a combined statement, otherwise credited quarterly. If you close your account before interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Noncash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### **Transaction Limitations**

Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle. Depositors who continue to exceed these limits may lose the transfer and check writing features of their account.

#### **Fees**

- \$3.00 fee per check for any checks written off the account.
- If customer does not complete eStatement enrollment within 90 days of account opening, there will be a \$2.00 fee for paper statements.

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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#### Minimum Balance to Open

Online- \$25.00 In-Branch- \$0.00

#### There is No Monthly Maintenance Fee

\$0.00

#### **Rate Information**

The interest rate and annual percentage yield for your account depend on the applicable rate tier. Your interest rate and annual percentage yield may change.

For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).

#### **Determination of Rate**

### Health Savings Account

The interest rates are variable and will not be tied to any index but will be set by us at our discretion. Interest rate and annual percentage yield may change.

#### **Frequency of Rate Changes**

We may change the interest rate on your account at any time, and there is no limitation on the amount in which the rate may change or the frequency of rate changes.

#### **Minimum Balance to Earn Interest**

Interest begins accruing on balances of \$0.01. If you do not maintain a balance high enough to accrue at least \$0.01 in any given month, you may not obtain the APY disclosed.

#### **Balance Computation Method**

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

#### **Compounding and Crediting Frequency**

Interest will be compounded every month. Interest will be credited to your account every month. If you close your account before the interest is credited, you will not receive the accrued interest.

#### **Accrual of Interest on Noncash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### **Fees**

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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Minimum Balance to Open - \$1,000 (Online) Minimum Balance to Open - \$1,000 (In Branch)		
There is no monthly maintenance fee.		
Rate Information		
The interest rate for your account is% with an annual percentage yield of%.		
Your account will mature on		
The annual percentage yield assumes that interest on your account remains on deposit until the first maturity date of your account. Any withdrawal of any of the interest from your account will reduce earnings.		
For information on our most current interest rates and annual percentage yields, please call us at 800.NBT.BANK (800.628.2265).		

# Certificate of Deposit Account

#### **Balance Computation Method**

**Minimum Balance to Earn Interest** 

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to principal in the account each day.

Interest begins accruing on the balance required to open the account. If you do not maintain a balance high enough to accrue at least \$0.01 in any given compounding/crediting period, you may not obtain the APY disclosed.

#### Compounding and Crediting Frequency\*

Interest will be compounded and credited to your account monthly. Interest will be compounded at the same frequency at which you choose to have your interest credited.

\*Accounts opened online will automatically default to the product coded interest specifications. If you choose to have the interest credited or compounded differently, please visit your local NBT Bank office to discuss modifications to your account.

#### **Accrual of Interest on Non-cash Deposits**

Interest begins to accrue on the business day that non-cash items (for example, checks) are received by us and credited to this account.

#### **Transaction Limitations**

You may not make any deposits into your account before maturity. You may make deposits into your Certificate of Deposit on the day of your maturity date or within 10 days after the maturity date.

You may make withdrawals of principal from your account before maturity only if we agree at the time, you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest at any time during the term before maturity of that term without a penalty. You can withdraw interest at any time during the term of crediting after it is credited to your account. Interest posted to your account may be paid to you by check, transferred to another account or capitalized annually to your account.



#### **Early Withdrawal Penalty**

Funds deposited in your account may be withdrawn before the maturity date upon request. As a condition for permitting the withdrawal, your account may be charged the following penalty:

- If the term of your time deposit is 12 months or less, the penalty will be equal to the interest earned for the number of days in the 3-month prior to the withdrawal.
- If the term on your time deposit is over 12 months and less than 48 months, the penalty will be equal to the interest earned in the 6-month period prior to the withdrawal.
- If the term on your time deposit is 48 months or greater, the penalty will be equal to the interest earned in the 15-month period prior to the withdrawal.

#### Renewal Policy\*

### Certificate of Deposit Account

This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the ten-day grace period mentioned below, if any). If you prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same rate that we currently offer on the new certificate of deposit accounts, on your renewal date. You will have ten calendar days after maturity to withdraw the funds without a penalty.

\*Accounts opened online will automatically default to the product coded renewal specifications. If you choose to have the account not automatically renew at maturity; (Single Maturity), please visit your local NBT Bank office to discuss modifications to your account.

#### **Fees**

See Your Consumer Deposit Account Agreement and Pricing Schedule for information concerning fees that may be imposed in connection with your account.

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#### **Pricing Schedule for Products and Services** Effective: March 17, 2023



Bank Fees		
All-Purpose or Holiday Club closed early	\$10.00	
Balance Statement, per hour	\$17.50	
Bank Bags		
Draw String	\$5.00	
Vinyl Zipper	\$7.00	
Checking, MMDA or Savings Account Closed Early (less than 90 days from opening) (excludes NBT iSelect Account)	\$15.00	
Copy of Cancelled Check (Two copies at no charge per month)	\$3.00	
IRA Transfer (Process to another institution)	\$30.00	
Mailed Statements with Images, per month	\$5.00	
Mailed Statement (iStrive Only)	\$2.00	
Return of Deposited Item	\$20.00	
Signature Guarantee – Medallion Stamp	\$5.00	
Statement Copy or Interim Statement	\$3.00	
Stop Payment	\$32.00	
Telephone Transfer of Funds (Branch/Call Center)	\$3.00	
Return Deposit Statement Fee	\$5.00	
A one-time fee charged when a customer's statement is returned undeliverable with no forwarding address		

Overdraft Options for Checking/Savings	
Overdraft / NSF Fee (per paid or returned item)	
<ul> <li>Excludes NBT iSelect Account.</li> </ul>	
<ul> <li>Excludes NBT Private Bank Checking Account.</li> </ul>	\$35.00
<ul> <li>For consumer accounts only. Limited to 4 per day,</li> </ul>	
or \$140.00	

For Consumer accounts only, we apply a grace amount of \$10 to the available balance in order to prevent an overdraft fee from being assessed on items that would have overdrawn your account by \$10 or less.

Continuous Overdraft (per day) for Business accounts only.	
<ul> <li>We may also charge you a fee of \$5 per</li> </ul>	\$5.00
business day your account remains	
overdrawn, starting on the eight	
consecutive calendar day.	

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Card Services <sup>‡</sup>	
MyCardCreation - Personalized Debit Card per order	\$9.95
Withdrawal at non-NBT Bank ATM *	\$1.50
Balance Inquiry at non-NBT Bank ATM *	\$0.50
Transfer of Funds at non-NBT Bank ATM *	\$0.50
Replacement Card Fee (Debit Card and ATM Card)	
In Branch	\$5.00
Standard	\$5.00
Express Delivery	\$50.00

International Service: a 1% fee will be added to the amount of each debit card transaction made outside the United States (excluding Puerto Rico and the U.S. Virgin Islands). The fee will be included in the transaction amount when posted to your account.

Safe Deposit Boxes	
Late Fee	\$10.00
Annual Rent	Varies by size
Drilling a Lock	At Cost
Replacement Key	At Cost

Night Deposit		
Annual Service	\$15.00	
Annual Bag Lease, per bag	\$10.00	
Key Replacement (bag or exterior lock)	\$5.00	
Replacement Bag	At Cost	
Types of Checks		
	Varies by	
Deluxe Check Printing	check	
, and the second	style	
Personal Money Order (\$2,500 Maximum)	\$3.00	
Official Check	\$5.00	
Certified Check	\$15.00	
Counter Checks	\$0.25	
Collections and Remittances		
Incoming Collection	\$20.00	
Outgoing Collection	\$30.00	
Incoming Wire Domestic and Foreign	\$15.00	
Outgoing Wire Foreign	\$50.00	
Outgoing Wire Domestic		
initiated by phone, fax or in branch	\$25.00	
initiated through Business Online Banker	\$20.00	
Research and Administration		
Legal Papers Served on Account	\$100.00	
Protest	\$15.00	
Research per hour (1-Hour Minimum)	\$25.00	
Account history includes statements, images of your checks, and account transactions, which can be viewed through NBT Online Banker		

NBT Online Banker for Consumer (iNet Fees)		
Online Banker with Bill Pay	No Charge	
External Outgoing and Incoming Transfers	No Charge	
Mobile Banking and Deposit	No Charge	
NBT Online Banker for Business (iNet Fees)		
Basic Service Suite	No Charge	
ACH Service Suite	\$25.00	
Wire Service Suite	\$30.00	
Service Suite Bundle	\$45.00	

Mobile Banking and Deposit	No Charge
NBT Online Banker for Business (iNet Fees)	
Basic Service Suite	No Charge
ACH Service Suite	\$25.00
Wire Service Suite	\$30.00
Service Suite Bundle	\$45.00
Charling Transaction Limits	
Checking Transaction Limits	
Monthly Inactivity Fee (excludes NBT iSelect Account	\$10.00

and NBT Private Bank Checking Account) When a checking account with a current balance less than \$1,000 has no deposits or withdrawals for a continuous 12 months, an Inactivity Fee will be assessed each month the account remains inactive, beginning with the 13th month

Monthly Dormancy Fee (excludes NBT iSelect Account and NBT Private Bank Checking Account)

For all checking accounts where there has been no customer-initiated activity in the form of deposits or withdrawals for a continuous 24 months (including inactive accounts described above), a Dormancy Fee will be assessed each month the account remains dormant, beginning with the

25th month. However, in no case will any one account be assessed both an Inactivity and Dormancy Fee for the same month.

#### Savings or Money Market Transaction Limitations

Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle. Depositors who continue to exceed these limits may lose the transfer and check writing features of their account.

\*Waived for iStrive Checking and iStrive Savings

<sup>∞</sup> Waived for iStrive Checking, iStrive Savings and Star Privilege Premium

‡ATM Surcharge: when you use an ATM not owned by NBT Bank, you may be charged a fee by the operator or owner.

We reserve the right to enforce or to waive a charge under this schedule without losing the right to assess the charge in the future.

\$10.00