

Account and Service Agreement

December 9, 2024

Table of Contents

Introduction… **3**

Section I –Banking Services

Banking Services 3
- Deposit Accounts 3
- Club Accounts 3
- Custodial Accounts under The Uniform Gifts to Minors Act 3
- Loans 3
- Other Services 3

Office Locations 4

Section II-Information about Bank Rules and Policies

Laws, Rules, and Regulations 4
Agreement 4
Change of Address 4
Bank Hours 4
Stop Payments 4
Form of Account 5
Joint Accounts 5
Accounts for Minors 5
Trust or Payable on Death Account 5
Custodian under the Uniform Transfers to Minors Act Account 5
Power of Attorney 6
Convenience Signer 6
Dormant Accounts 6
Privacy Policy 7
Truth-In-Savings 7
Indemnity 7
Fees and Charges 7
Waiver 7
How to Get Additional Information 7

Section III-General Account Features

Minimum to Open and Maintain Accounts 7
Customer Identification Program 7
Availability of Funds 7
Substitute Checks 8
Deposits 9
The Bank as Collecting Agent 9
Interest……..10
Withdrawals……..10
Discretionary Overdraft 10
Presentment and Re-presentment of Insufficient Funds…. 11
Right of Offset 11
Closing Your Account 11
Service Charges 11
Passbooks and Statements 12
Nontransferable 12
Interest Reporting 12
Deposit Insurance 12

Section IV-Electronic Funds Transfer Disclosure and Agreement

Express Banking Cards (Debit/ATM Cards) 12
Express Banking Line (Telephone Transfer) 12
Clearing House Transactions (ACH) 12
Express Online Banking, Express Bill Pay Service 12
Card Withdrawals 13
Credit Line Advances 13
ATM Services 13
Lost/Stolen Card/Pin Notification 13
Liability for Unauthorized Use 13
Refusal to Honor Card 14
Card Ownership 14
Fees 14
Bank Liability for failure to make or stop certain transfers 14
Stop Payments of Electronic Funds Transfer 14
Errors, Omissions, and Questions 14
Disclosure - Right to Receive Documentation of Transfer 15
Disclosure of Account Information to Third Parties 15
ATM/Night Deposit Safety Notice 15

Section V-Express Online Internet Banking and Bill Pay Services

Eligibility 15
Account Access 15
Available Transactions 16
Passwords and Liability 16
Limitations on transaction frequency and dollar amount 16
Cancellation of Service 16
Hours of Availability 16
Bill Payer General Requirements 16
Third Party Vendors 16
Bill Payer Software/Hardware Liability 16
Scheduling Payments 16
Canceling Scheduled Payments and Stop Payment Requests 17
Payment Guarantee 17
Payment Liability 18

Section VI-Taxpayer Identification Number and Certification Information

Explanation 18
- How to Obtain a TIN 18
- What is Backup Withholding? 18
- Payees and Payments Exempt from Backup Withholding 19

Penalties 19
- Failure to Furnish TIN 19
- Civil Penalty for False information with Respect to Withholding 19
- Criminal Penalty for Falsifying Information 20

Specific Instructions 19
- Name 19
- Certification 20

What TIN Number Should You Give To The Bank……..20

Introduction

Thank you for establishing your banking relationship with Fulton Savings Bank. This brochure outlines the terms and conditions of your accounts. It is an informative guide that not only describes the rules and regulations governing your Fulton Savings Bank accounts, but also acquaints you with many of our other financial services.

Please familiarize yourself with the information provided, so you will be able to take maximum advantage of the many opportunities and programs available at Fulton Savings Bank.

Fulton Savings Bank's staff is committed to continuing its tradition of being a good neighbor and community leader through friendly, sincere, and efficient service and participation in community affairs. Should you have any questions, please discuss them with our branch staff.

Section I-Banking Services

Fulton Savings Bank offers a variety of services to assist you in maintaining your banking relationship with us.

- **Deposit Accounts**
  - Checking Accounts
  - NOW Accounts
  - Certificates of Deposit
  - Money Market Deposit Accounts
  - IRA (Individual Retirement Accounts) and Roth IRAs,
  - Statement Savings
  - Passbook Savings
  - Direct Deposit

- **Club Accounts**
  - Holiday Clubs

- **Custodial Accounts under The Uniform Gifts to Minors Act**

- **Loans**

  Residential Mortgage Loans
  - Home Equity Lines of Credit (HELOC)
  - Construction Mortgage Loans
  - Fixed Rate Mortgages

  Consumer Loans
  - Personal Unsecured Loans
  - Automobile Loans
  - Personal Secured Loans by Deposit Accounts or Securities

  Commercial Loans

- **Other Services**
  - Automated Teller Machines (ATMs)
  - Express Banking Cards
  - Express Banking Line/Telephone transfers
  - Official Checks
  - Wire Transfers
  - Safe Deposit Boxes
  - Money Orders
  - U.S. Savings Bonds (EE) redemption
  - Bank-By-Mail
  - Drive-Up Windows
  - Night Depository
  - Internet Banking/Bill Pay/Mobile Banking

For additional information please visit our website www.fultonsavings.com, visit a branch or call:

Office Locations

Main Office
75 So. First Street
New York 13069
(315) 592-4201

Brewerton Office
5501 Bartel Road
Brewerton, NY 13029
(315) 668-7903

Central Square Office
Route 49 & Green Acres Dr.
Central Square, New York 13036
(315) 676-2065

Baldwinsville Office
7471State Fair Blvd
Baldwinsville, New York 13027
(315) 638-0293

Loan Operations Center
41 South First St
Fulton, NY 13069
(315) 598-3171

Phoenix Office
Three Rivers Shopping Plaza
219 Co. Rt. 57
Phoenix, New York 13135
(315) 695-7214

Constantia Office
45 Redfield Street
Constantia, New York 13044
(315) 623-9447

Section II-Information about Bank Rules and Policies

Laws, Rules, and Regulations

All Fulton Savings Bank accounts are subject to current and future New York State and Federal rules, regulations, and restrictions, including those of the New York State Banking Board, the Board of Governors of the Federal Reserve Board, the Federal Deposit Insurance Corporation (FDIC), The Department of the Treasury, the Automated Clearing House (ACH), and the general account practices prevailing in the area served by the Bank. Any action or failure to act by the Bank under any of the above laws, regulations, and practices will constitute the exercise of due care under the circumstances.

Agreement

By signing the signature card and making the initial deposit to your account, you agree to be bound by the conditions concerning that account set forth in this brochure and to any later changes that may occur.

Change of Address

You must notify the Bank, promptly and in writing, of any change in your mailing address. Mail will be sent to the most recent address appearing on the account records.

Business Days

Fulton Savings Bank's business days are Monday through Friday, excluding Federal Holidays. While we are open on Saturdays, this is not considered a business day.

Bank Hours

Branches are open for business at hours determined by the Bank and may be changed at our discretion. Each branch may have its own schedule. Copies of schedules can be obtained at any branch. Although we try to be open at times that are convenient for you, we may have to close some or all of our offices if required under law or if there is danger to the Bank or its customers such as fire, riots, a burglary, etc.

Stop Payments

You can order us to stop payment on a check, ACH, or other withdrawal item either orally or in writing. The stop order must contain sufficient information (account number, payee, date, amount, and check number) to enable us to process the order. The stop order takes effect when we record it on your account records. An oral stop will stay in effect for 14 days and must be confirmed in writing. A written stop order will stay in effect for twelve (12) months, unless renewed in writing or until the amount of the item is reimbursed to you. Stop payments may be subject to other rules. Please refer to the "Schedule of Fees and Service Charges" for the stop payment fee.

Canceling a Stop Payment-Upon a receipt of your written authorization the Bank will cancel a stop payment order you have placed. Fulton Savings Bank will not honor verbal cancellations of stop payments orders.

Form of Accounts

During your lifetime, you may alter the form of your account or stop or vary payments under the account's terms by providing written notice or order to the Bank. The order or request must be signed and dated by you and must contain sufficient information to enable the Bank to make the change. Any such order is effective when processed by the Bank and is effective against all prior alterations. The Bank reserves the right to require completion of its own form authorizing the changes.

Joint Accounts

A joint account is an account opened and maintained by two or more individuals (owners) for the purpose of depositing and withdrawing funds by any owner and payable to the survivor(s) upon the death of any one of the owners. Joint account rules are as follows:
The Bank will accept deposits made payable to and endorsed by any of the joint account owners. Additions to the account (deposits, interests, etc.) become the property of all owners (s) as joint tenants. Unless one of the owners gives the Bank written instructions not to do so, the bank may:

1. Pay the entire account or any part of the account to any owner during the lifetime of all owners.
2. Pay on checks, orders, or withdrawal requests signed by any owner during the lifetime of all owners.
3. Pay on written demand of any owner for the withdrawal of the entire amount in the joint account. The other owner(s) of the joint account may have the right to collect their share of the account from the owner who has withdrawn more than his or her share of the account. The Bank is not liable for allowing one of the owners to withdraw the entire account balance.
4. Not be held liable to any owner for continuing to pay checks, other orders, or withdrawal requests signed or authorized by any owner.

Upon the receipt of an account owner's written order not to pay, the Bank may require the written authorization of all owners of the account before permitting any further payments or withdrawals from the account.
The Bank may be required by service of legal process to pay funds held in the joint account to satisfy a judgment entered against, or other valid debt owed by any owner of the account.
An assignment to the Bank of an account by one joint owner as security for a loan made to such owner is binding on all other owners of the account. If the Bank has a valid claim against any owner, it may set off the amount of that claim against funds held in the account.
The Bank will treat the account as the sole property of the surviving (living) owner(s) after the death of another owner. The Bank may pay on checks, orders, or withdrawal requests signed by the surviving owner(s) after the death of another owner. The Bank may require specific documents (i.e., death certificate, New York State Estate Tax Waiver) prior to releasing account funds to the surviving owners(s). Joint accounts held by more than two persons are governed by the special deposit agreement relating to that account in addition to all the above.
Annual Tax statements (IRS Form 1099's) are reported under the Social Security number of the owner whose name appears first in the account title and such number must be provided to the Bank when the account is opened.

Accounts for Minors

A minor (defined as any person under the age of 18) may open any type of deposit account. The account opened by a minor shall be a joint account with an adult (defined as any person age 18 years or older). The adult shall be jointly and severally liable for any and all activity on the account, including but not limited to any draft, returned item, overdraft, unpaid charges or other amounts on the account. The Bank shall have no duty to inquire about the use or purpose of any transaction. All terms and conditions in the paragraph entitled Joint Accounts shall be deemed to apply to this paragraph and shall be incorporated by reference into this paragraph.

Trust or Payable Death Account

This type of account may be opened by an individual owner or by joint owners in trust for one or more persons as beneficiaries. This form of account is generally known as a Totten Trust. During the owner's lifetime he/she/they maintain sole control over the funds on deposit. Unless named as power of attorney by the owners the beneficiary has no power to withdraw funds from the account while the owner(s) is/are alive. If the owner dies the funds on deposit will belong to the named beneficiary so long as he/she has not predeceased the owner(s) and we have not received a court order directing us not to pay or to pay to someone else. If there are multiple beneficiaries named, the account balance will be divided equally among them. (Specific percentages can be allocated on the beneficiary designation form(s) of Pension (IRA) account(s). If the beneficiary is less than 18 years old and the deposit is $10,000 or less, we will pay the parent or guardian but if it is more than $10,000, we will pay only to the properly appointed guardian. The Bank may require specific documents (i.e., death certificates, Guardianship papers) prior to releasing account funds to the beneficiary.
Note: When trust accounts are held by joint owners the joint account payment rules set forth above take precedence over these rules.
Annual Tax statements (IRS Form 1099's) are reported under the Social Security number of the owner whose name appears first in the account title and such number must be provided to the Bank when the account is opened.

Custodian under the Uniform Transfers to Minors Act Account

Any adult donor who wants to make an irrevocable transfer of money to a minor (any person who has not attained the age of 18 years) may open a Custodian account under the Uniform Transfers to Minors Act (UTMA).
Control over the account is given to an individual Custodian who may also be the transferor. The minor owns the account. The transferor may select the age (the 21st or 18th birthday) at which the minor will receive the funds on deposit. (Unless otherwise indicated on the account records, the Bank will deem 21 to be the age of majority.) The Custodian is empowered to hold, invest, or reinvest such funds, as

he/she may deem appropriate for the support, maintenance, and education of the minor. The property should be turned over by the Custodian to the minor when he or she reaches the age designated at account opening or, in the event of the minor's death prior to the age, to his or her estate. A Custodian may arrange to have someone take his or her place in the event of resignation, death, or legal incapacitation by executing and dating a formal Successor Custodian Designation Form. If there is no Successor Custodian designated and the Custodian of record resigns, dies, or becomes legally incapacitated and the minor is at least 14 years of age, the minor may choose his or her new Successor Custodian by executing and dating a formal Successor Custodian Designation Form. If the minor is under the age of 14, a court must appoint a Successor Custodian.

***Note*:** The Bank shall not be held liable or responsible for the application of funds withdrawn from the account at any time at the direction of the Custodian. Annual tax statements (IRS Form 1099's) are reported under the minor's Social Security number, and such number must be provided to the Bank at the time of account opening.

Convenience Signer Accounts

New York State banking law allows an owner of a deposit account to designate an additional authorized signer on an account for the convenience of the depositor. The additional authorized signer has the authority to withdraw money from the account during the owner's lifetime. The Bank may release all funds in the account or honor checks, or orders drawn by or withdrawal requests from the additional signatory until his or her authority is revoked by the owner and the Bank is notified of the revocation in writing from the account owner. A convenience signer has no ownership claim to funds in this account. On the death of the owner, the funds are paid to the deceased owner's estate, however payment to the convenience signer prior to receipt by the Fulton Savings Bank of written notice of the depositor's death is a valid release. The death of the convenience signer has no effect on the account.

Power of Attorney

A power of attorney is a legal designation allowing one person, known as an attorney-in-fact, to act on behalf of another. It is in effect an order signed by an account owner directing Fulton Savings Bank to honor the signature of the attorney-in-fact until we have received actual notice of revocation or termination by death, court order, or otherwise. The account owner may revoke the power of attorney at any time by providing us with a written and sworn instruction to do so. If the account owner would like the power of attorney to survive the account owner's subsequent disability or incompetence, he or she must execute a durable power of attorney. All acts performed by the attorney-in-fact pursuant to such a power of attorney during the account owner's disability or incompetence shall bind the owner and his distributes, devises, legatees, and personal representatives. If a guardian or committee is subsequently appointed, the guardian or committee stands in the place of the account owner and the attorney-in-fact follows the guardian or committee's instructions. The guardian or committee may revoke, suspend, or terminate a durable power of attorney. If the account owner wants the power of attorney to cease upon his or other disability or incompetence, then the account owner must execute a nondurable power of attorney.

The death of the account owner automatically terminates the power of attorney. The funds in the account are always those of the owner and become a part of his/her estate upon death (for individual account) and should be administered in the same manner as accounts not affected by a power of attorney.

You may appoint an attorney-in-fact by duly executing a statutory power of attorney obtained elsewhere. The executed power of attorney must contain appropriate language whereby you agree to indemnify the Bank against any loss or liability unless we receive prior written notice of the revocation or termination of the power of attorney at the office where your account is located.

Dormant Accounts

Your account will be considered dormant if for three (3) consecutive years none of the following actions have taken place:

1. A customer-initiated deposit or withdrawal.
2. The account passbook (if a passbook account) is presented to us for updating.
3. We receive a document indicating that someone who is legally entitled to the money is aware of the account's existence. This notification must be signed, and the Bank must be satisfied that the signature is genuine.

New York state law requires the Bank to send to the state as abandoned property the balance in certain accounts that have had no activity for three (3) consecutive calendar years. The funds will not be released as abandoned property during the three-year period if one of the foregoing actions takes place.

Certificate of Deposit accounts are deemed abandoned when there has been no customer-initiated account activity or depositor contact for three years after the first account maturity date following depositor contact.

On or before August 1 of the third consecutive year of inactivity we will send a written notice to each person who may be entitled to account funds of more than a certain dollar amount as set by New York State. This notice will be provided by registered or certified mail return receipt requested to any person appearing to be the owner of more than $1000 of abandoned property. We will deduct the postal costs for certified mail and return receipt requested notices from the account.

Prior to August 31 of the third consecutive year of inactivity we will publish a public notice in the newspapers of certain dormant accounts having balances of $50.00 or more. Dormant account holders are charged the cost of postage to mail abandoned property notice. The fee is deducted from the account prior to the escheatment (surrender to New York State as abandoned property). If we have not had contact with you by October 31st of the third year, your account balance will be turned over to New York State by November 10th of that year.

Funds that have been turned over to New York State as abandoned property may be reclaimed from the New York State Comptroller, Office of Unclaimed Funds, A.E. Smith Office Building, Albany, NY 12236. You may also contact them at website: http://www.osc.state.ny.us.

Privacy Policy

Fulton Savings Bank believes the confidentiality and protection of customer information is one of its fundamental responsibilities. We collect, retain, and use information about you only for specific business purposes, to protect and administer your records, accounts, and funds, and to comply with certain laws and regulations. We continually strive to maintain complete and accurate information about you and your accounts. Each Fulton Savings Bank employee has limited access to personally identifiable customer information based on a business reason to know such information.

We safeguard information according to established security standards and procedures. We do not reveal specific information about your accounts to parties outside our affiliated banks and companies. We require our third-party vendors to maintain similar standards of conduct regarding the privacy of customer information provided to them.

For a copy of Fulton Savings Bank's Privacy Policy, please call or stop in at your local branch; write us at 75 South First Street, Fulton, NY 13069; e-mail us at info@fultonsavimgs.com; or logon to http://www.fultonsavings.com.

Truth-in-Savings

Fulton Savings Bank may change these rules and policies and add new rules and policies from time to time. The Bank may also change interest rates, minimum account balance requirements, service and maintenance charges, and banking hours from time to time.

Indemnity

If there is a conflict between information stated in any Bank agreement or brochure (including this one) and something said by one of our employees Fulton Savings Bank will adhere to the written information. The Bank may refuse to follow any depositor instructions that we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions.

Fees and Charges

Fees and charges for services available to Fulton Savings Bank customers will be provided to you on the "Schedule of Fees and Services Charges"

Waiver

The Bank may waive any of these rules and policies; however, the waiver will only apply on that occasion and will not bind us in the future.

How to Get Additional Information

If you have any questions regarding the information provided in this brochure or your account relationship with Fulton Savings Bank, please discuss them with our branch staff, call us at (315) 592-4201, or e-mail us at: info@fultonsavings.com.

Section III—General Account Features

Minimum to Open and Maintain Accounts

Each Fulton Savings Bank account requires a minimum opening deposit. In addition, certain accounts require that a minimum balance be maintained in order for interest to be earned or to avoid maintenance charges. In some cases, higher interest is earned on higher account balances. Specific balance requirements for your account are outlined under separate cover.

When you make your first deposit and at other times when requested you agree to give us the information, we request to properly identify you.

Customer Identification Program

You agree to provide to the Bank, at minimum, the following: (1) your name, (2) your current residential address, (3) your taxpayer identification number, (4) your home telephone number, (5) your business telephone number, (6) your current business address, (7) your date of birth (if an individual), (8) current valid driver license or other government-issued picture ID, (9) certified documents showing the existence of the entity, (10) alien identification card (for non-US persons)

You understand that the Bank has the right to verify the information you provide.

Availability of Funds

Like most financial institutions, our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks that are returned to us unpaid and for any other problems involving your deposit. If you have any question, be sure and ask us.

Determining the Availability of a Deposit

The length of delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day. If you make a deposit on a Saturday or a day, we are not open, we will consider the deposit made on the next business day we are open.

Same Day Availability
Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
Next Day Availability
Funds from the following deposits are available on the first business day after the day of your deposit:
U.S. Treasury Checks.
Wire Transfers.
Checks drawn on us.
If you make the deposit in person to one of our employees, funds from the following are also available on the first business day after the day of your deposit:
Cash. State and local government checks that are payable to you. Cashier's, certified, and teller's checks that are payable to you. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.
If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

All Other Check Deposits

When Funds are available	When funds are available if a deposit is made on a Monday
$225 on the first business day after the day of deposit	Tuesday
Remaining funds on the second business day after the day of your deposit	Wednesday

Deposits at Automated Teller Machines
Funds from deposits made at automated teller machines we do not own or operate will not be available until the 5th business day after the day of your deposit.
Holds on Other Funds
If we cash a check for you drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you cashed.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
Longer Delays May Apply
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 communications or computer 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 7th business day after the day of your deposit.
Special Rules for New Accounts
An account is a new account if any customer on the account has not, within thirty days of when the account is established, had a transaction account with our bank. An account retains its new account status for thirty days after it is established, and the following rules apply during this time period:
Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds of cash, wire transfers, and the first $5,525 of one day's total deposits of cashier's, certified, tellers, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,525 will not be available until the second business day after the day of your deposit.
Funds from all other check deposits will be available on the ninth business day.

<u>Substitute Checks</u>
The following Substitute Check Disclosure provides information about substitute checks and your rights.
What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.
Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).
The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.
If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.
We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?
If you believe that you have suffered a loss relating to a substitute check, that you received and that was posted to your account, Please contact us at:
Fulton Savings Bank
75 South First St.
Fulton, NY 13069
315-592-4201
Or visit any branch office.

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check in question was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.
Your claim must include – A description of why you have suffered a loss (for example you think the amount withdrawn was incorrect);
An estimate of the amount of your loss.
An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

Deposits
Cash and checks deposited are credited (added) to the account the day they are deposited and begin to earn interest on that day. Deposits may be made in person, by mail, by wire transfer, or preauthorized credits. Mail deposits are made at the risk of the depositor, and we strongly advise against sending cash through the mail.
Once an account is established, Fulton Savings Bank generally accepts an unlimited number of deposits.
***Note*: A**dditional deposits will not be accepted during the term of most Fixed Rate Certificate of Deposit accounts. Additional deposits may be made on the account maturity date and during the 10-day grace period following maturity, at which time they become part of the principal for the new term.
While deposits of $1.00 or more will generally be accepted (minimum balance requirements for your specific account are provided under separate cover), certain cash deposits may be subject to Bank Secrecy Act reporting provisions.
Items accepted for deposit on a collection basis (passbooks from other banks, bonds, foreign checks, etc.) will be credited on the day the funds are received and begin to earn interest on the day of deposit.

The Bank supplies night depositories solely for the benefit of its depositors. If you use one for deposits, you agree the Bank is not liable for any such deposit unless it is actually found when two authorized Bank employees open the depository. The certification of both authorized employees as to the amount of the deposit(s) made is binding on you.
We have a right to:

- Refuse to open an account or accept a deposit,
- Return all or some of a deposit,
- Close an account (except a Certificate of Deposit account that has not matured)

If we close your account, interest will stop on the day we send you a check or you withdraw the money. See Closing Your Account for additional information.
If your account is credited for an item (a check or other instrument) and the item is not collected in the regular way banks collect items, we will deduct the amount of the item from your account. Any interest earned on the amount may be forfeited. If there is not enough money in the account to cover the item, you agree to pay the amount.
It may be advisable to keep funds from a pension or profit-sharing account separate from your regular IRA contributions. Please check with your tax advisor prior to depositing such funds.

The Bank as a Collecting Agent
In receiving items for deposit or collection, the Bank acts only as your collecting agent and all such items are accepted under the following conditions:

- Items forwarded by us as your agent are done so at your own risk.

- We shall not be responsible for negligence, default, or failure of subagents nor for losses in the mails.
- We shall have the right to charge back to your account any items for which actual payment is not received.
- All items are credited subject to actual payment.
- Items may be sent directly to the banks on which drawn without waiving any of the above conditions.

Interest

Fulton Savings Bank will pay interest on account balances at rates, intervals, and on terms that may be changed from time to time. Current account rates are posted in all of the Bank's branches.

Interest Rate-Interest is always quoted as an Interest Rate. This refers to the annual simple interest the account will earn. Variable rate accounts have interest rates that can change periodically. For certain accounts the account balance determines the exact interest rate.

Annual Percentage Yield-The annual Percentage Yield is the measure of how much interest an account can be expected to earn if the funds remain on deposit for a full year and all interest is left in the account. Because the interest earns interest the annual percentage yield will always be greater than the interest rate.

Interest Computation and Compounding-Compounding means that interest earns interest if it is left in the account. Interest may be compounded daily, using a 365/365 computation factor.

Withdrawals

Withdrawals are considered to be made when recorded on your account, which is not necessarily the same date the transaction was initiated. You must maintain a sufficient collected balance in your account to cover the withdrawals you make. If you overdraw an account, the Bank may refuse to pay the item(s) that caused the overdraft. Fulton Savings Bank may also refuse to permit a withdrawal from your account if:

1. A withdrawal consists of funds deposited to your account in the form of checks or other instruments and we have not received the proceeds of the checks or instruments. Please refer to Availability of Funds in this section, for check clearing times.
2. There is a dispute about the account of a nature that to permit you to withdraw from the account might expose us to liability.
3. Someone whose name is on the account requests the Bank in writing not to permit the withdrawal. The decision whether to honor such a request rest solely with the Bank and we may require that future withdrawal authorizations be signed by every party interested in the account.
4. The account is pledged as collateral for a debt.
5. The withdrawal would consist of money or items we have taken to pay a debt due Fulton Savings Bank.
6. We have been lawfully ordered not to permit the withdrawal of all or part of the funds in the account.
7. The requested withdrawal amount would exceed the amount permitted by the account agreement or term. Specific withdrawal restrictions and penalties (where applicable) for your account are outlined under separate cover.
8. If you failed present the passbook or any other document, credential, evidence, or identification we require, or the law requires in connection with the withdrawal. If the bank does not feel it has enough proof of an individual's identity it can ask for as much proof as needed. In certain cases, the Bank may ask for a bond from an insurance company that guarantees the right of an individual to the funds.
9. A problem with our equipment prevents us from knowing your account balance.

The Bank may take as much time as it deems necessary to determine the validity of any withdrawal request or order to pay and the identity of the person presenting it.

The Bank may make payments to you in cash, by check, money order, or other form, payable to you or someone else. Issuance of such payment by the Bank is final payment and relieves the Bank from any further liability for the amount of such payment. Certain cash withdrawals may be subject to Bank Secrecy Act reporting provisions.

We may allow another person to make withdrawals on your behalf if we are presented with satisfactory proof of the person's authority to make the withdrawal (example: power of attorney). Any such payment by the Bank to or on the order of such a person prior to receiving your written notice revoking such authority is final payment and relieves the Bank from any further liability for the amount of such payment.

If any funds are distributed to you from a Pension (IRA/Keogh) account before you attain age 59 ½, or before you become disabled, the distribution may have substantial unfavorable tax consequences for you. The unfavorable tax consequences are explained fully in the documents delivered to you when you opened your account.

Fulton Savings Bank may, at any time, require up to seven (7) days advance notice from you that you intend to withdraw funds from your Savings or Certificate of Deposit account(s) or seven (7) days advance notice that you intend to withdraw funds from your Money Market or NOW account. We can refuse to permit a withdrawal in such cases if we have not received the required notice.

Discretionary Overdraft Privilege

Fulton Savings Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds.

Fulton Savings Bank assesses overdraft fees on the available balance, if the account does not contain sufficient funds to cover the item presented or re-presented for payment. An option is used called Limit fees for authorized Point of Sale (POS) transactions that allows Fulton Savings Bank to consider if an insufficient funds fee should not be assessed at settlement for a Point of Sale (POS) transaction that would not have incurred a fee at the time of authorization. Therefore, avoiding an authorize positive, settle negative (APSN) overdraft fee for a debit card transaction when the available balance showed there were sufficient available funds in the account to pay the transaction at the time, they initiated it.

Available Funds is generally the ledger balance plus any deposits that have noy yet cleared but are made available, less any pending (i.e., authorizations but not yet settled) debts.
Ledger balance is the account balance that is not reduced by any holds from pending transactions.

Notice of discretionary payment or return of any item will not be provided prior to making a decision.
Pursuant to Fulton Savings Bank's commitment to provide you with the highest level of service now and in the future, if you maintain your account in good standing including at least:

- Funds in other deposit accounts at Fulton Savings Bank.
- History of prompt (within 30 days of insufficient funds occurrence) deposits to cover overdrafts.
- You are not subject to any legal or administrative order or levy.

Fulton Savings Bank will consider, as a discretionary courtesy and not a right or obligation, approving reasonable overdrafts. Fulton Savings Bank reserves the right to discontinue discretionary courtesy approval of reasonable overdrafts at any time without prior notice. Any and all fees and charges, including without limitation the non-sufficient funds fees as set forth in the "Schedule of Fees and Charges" will be included in the overdraft amount.
The total of the discretionary courtesy overdraft negative balance including all non-sufficient funds and all fees and charges is due and payable on demand. Account owners will continue to be liable jointly and severally for all such amounts.
Discretionary overdraft privilege and associated non-sufficient funds fees apply to overdrafts created by check, in-person withdrawals, and electronic (ACH) withdrawals. You must opt in to include ATM and onetime debit transactions honored under Discretionary Overdraft Privilege program. If you are interested in opting in to include ATM and onetime debit transactions, please call 315-592-4201 or visit your local branch.
Unpaid discretionary overdrafts associated non-sufficient funds fees, or other negative credit information may be reported to the credit reporting agencies.
If you are not interested in Discretionary Overdraft Privilege and would like to opt out entirely, please call 315-592-4201 or visit your local branch. If you are interested in applying for an Overdraft Line of Credit, please call 315-592-4201. If you are interested in signing up for automatic transfers from savings to checking to cover overdrafts, please visit or call a branch near you.

Presentment and Re-presentment of Insufficient Funds
If the Bank returns an item for Insufficient Funds, it will likely be automatically re-presented and could result in additional Insufficient/Overdraft Fees when re-presented, if the amount of the item still exceeds the amount of available funds in your account. Re-presentments may be from several sources, including but not limited to, re-presentment by the Bank, re-presentment by the merchant, and the re-presentment through an Automated Clearing House (ACH) from a merchant/vendor.

A consumer account will not be charged for more than six (6) Insufficient/Overdraft/Uncollected funds fees for presentment and re-presentments per day or for items presented that are for $5.00 or less.

Right of Offset
Fulton Savings Bank has a statutory right of offset. We may assert, claim, or exercise any right of offset against any deposit account held by Fulton Savings Bank provided we send you notice of the offset together with the reason for the offset. The notice will be sent immediately after execution of the offset. We may not assert, claim, or exercise any right of offset against any deposit account into which Social Security or supplemental security income payments are deposited pursuant to an agreement with us which provides that such payments be deposited directly into such deposit account without presentation to the depositor at the time of the deposit.

Closing Your Account
You may close your account at any time provided the funds on deposit are not being held as a result of legal action or uncollected deposited checks. If the account is a Certificate of Deposit and we give our consent, there may be a penalty for withdrawals made prior to the maturity date.
The Bank may also close your account at any time. If we choose to do so you will be notified in writing and mailed an official bank check for the account balance. Any items presented after the account has been closed will be returned unpaid.

Service Charges
The Bank may impose service charges on your account. The charges and the terms by which they are imposed may be changed from time to time. We will notify you of any changes if the changes are:

- Unfavorable—we will give you written notice 30 days prior to making the change.
- Favorable—we will post a notice of change in all offices of the Bank.

Account service charge and fee information is provided in the schedule of fees and service charges.

Passbooks and Statements

We will note all your deposits and withdrawals in the records of the Bank. The Bank's records will be binding if there is a discrepancy in the account balance shown in the passbook and our records.

***Passbook Accounts*-**If you have been given a passbook with your account a record of deposits and withdrawals will be entered in the passbook.

If you initiate or receive electronic funds transactions or Point of Sale (POS) transactions, you will receive a periodic statement containing a record of all transactions including any service charges incurred during the period covered.

***Lost Passbooks*-**You alone are responsible for keeping your passbook safe. You must notify the Bank in writing immediately if it is lost or stolen or if someone who is not entitled to the funds gets possession of it.

If you lose your passbook or if it is stolen or some exceptional circumstances exist which prevent you from presenting it to us we will require that you swear to the facts in an affidavit. If the passbook is held in a joint capacity all owners will be required to complete the affidavit. We may further require that a reasonable amount of time elapse prior to issuing a new passbook or making payment to you. We also have the right to require a bond from an insurance company protecting us in the event someone else claims that we should not have paid the account to you. We may also require you to agree to pay all of our expenses if we pay you and someone else proves we should not have.

***Statement Accounts*-**For non-passbook accounts the Bank will send periodic statements containing a record of all transactions including any service charges incurred during the period covered. You must examine the statement and notify the Bank in writing within 14 days of any discrepancies. If the discrepancy concerns an electronic funds transfer transaction (Federal recurring payments, payroll deduction, etc.) this notification period is extended to 60 days. If we do not hear from you within these time frames, we will assume the statement is correct.

Nontransferable

Accounts opened on or after October 1, 1980 (other than demand deposits), may not be transferred except on the books of the Bank. The terms of the certificate or other evidence of the deposit may further restrict the transferability of certificate of deposit accounts. An account is not considered transferred if:

- Title or beneficial interest in it passes in circumstances involving death, bankruptcy, marriage, divorce, and judicial attachment, in competency or other legal means.
- It is reissued by the Bank in another's name.

Interest Reporting

If you are subject to U.S. information reporting and backup withholding rules, account interest will be reported for tax purposes in the name and Social Security or Tax Identification Number of the primary depositor (the first name on the account unless otherwise indicated). It is your responsibility to provide the Bank with the correct Social Security or Tax identification number for your account(s) OR a properly executed Department of the Treasury, Internal Revenue Service Form W-8 or Certificate of Foreign Status. If you have not provided us with a correct Taxpayer identification Number or Form W-8, you may be subject to a $50 penalty imposed by the Internal Revenue Service. IRS Regulations requires withholding of interest credited to all accounts on which the Bank does not have a Certified Social Security Number, Certified Tax Identification Number, and Certification of Application for Tax Identification Number or Form W-9 on file, or where the depositor is subject to backup withholding under the provisions of the Internal Revenue Code. The Bank has the right to refuse to open an account if you fail to provide us with a Certified Social Security Number, a Certified Tax Identification Number, or a completed Form W-9. See Section V for full details.

Deposit Insurance

The Federal Deposit Insurance Corporation (FDIC) generally insures each depositor to at least $250,000.00. Additional details about deposit insurance may be obtained at any branch.

Section IV-Electronic Funds Transfer Disclosure and Agreement

Express Banking Cards (Debit/ATM Cards),
Express Banking Line (Telephone Transfer),
Clearing House Transactions (ACH),
Express Online Banking,
Express Bill Pay Service

This disclosure statement sets forth certain rights and responsibilities, which you our customer and we Fulton Savings Bank have under the Electronic Funds Transfer Act. The provisions of the act apply whenever you use any of the services considered electronic funds transfers or POS transactions. An electronic funds transfer occurs when initiated through an electronic terminal, telephone, computer or if you authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check for the purpose of instructing or authorizing Fulton Savings Bank to debit or credit a deposit account.

Audio response telephone service, computer tape, automated clearinghouse (ACH), personal computer, automated teller machine (ATM), Point of Sale (POS) transactions, overdraft line of credit (LOC), or other Electronic Access Device may be utilized to make an electronic funds transfer. A POS transaction generally takes place at merchant locations.

By applying to Fulton Savings Bank for the issuance of an Express Banking Card you the Cardholder(s) request the Bank to issue a card to

use to make withdrawals from your checking, savings, or line of credit account subject to the terms of the agreement(s) for these accounts and the additional terms of this supplemental agreement(s). You the Cardholder(s) agree to the following regulations applicable to the card and its use. The Bank upon application and acceptance will issue an Express Banking Card. When applying for the card you will be asked to select a four-digit Personal Identification Number (PIN). DO NOT write your PIN number on your card(s) or carry the number with you. It is best to memorize this number to prevent fraudulent use of the card(s). The Bank may at any time without notice to the Cardholder(s) permit additional types of transactions through the use of the Card. A written notice of at least 30 days will be given in order to delete types of transactions which could be performed through the use of the card and change or add to the limitations applicable to any type of transaction.

Funds Received via ACH and Wire Transfers: This agreement is subject to Article 4A of the Uniform Commercial Code-Funds Transfers as adopted in New York State. If you originate a funds transfer and you identify by name and number a beneficiary financial institution or an intermediary financial institution, we and every receiving 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 (ACH) rules. These rules provide, among other things, that payments made to you are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provides in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account by wire or ACH, we are not required to give you any notice.

Card Withdrawals

Use of the card or the account number on the card for payments, purchases, or to obtain cash advances with merchants, financial institutions or others who honor the card is an order by the Cardholder(s) for the withdrawal of funds from a checking, savings or overdraft LOC. A withdrawal from a checking account will be treated as though it were a check except that: (1) the Bank may charge withdrawals to the account in any order it determines and if funds are not sufficient to cover all withdrawals the Bank may pay card withdrawals and dishonor regular checks; and (2) the Bank cannot honor stop payment requests on card withdrawals. The maximum cash withdrawal amount limits in any 24-hour period are $300 for New Opportunity Checking accounts and $500 for all other accounts at automated teller machines (ATM) and $500 for New Opportunity Checking accounts and $2,500 for all other accounts for Point-of-Sale purchases, when using a debit card. The Bank, at its sole discretion and without notice may change the designation of when the 24-hour period will begin and end to the Cardholder(s).

If any amount is withdrawn or paid in excess of funds available, the Cardholder(s) promises to reimburse the Bank immediately for the amount overdrawn. This may be satisfied by an overdraft protection transfer as provided for the checking agreement; (3) Fulton Savings

Bank reserves the right to appropriate funds from alternate checking and savings accounts to cover any and all amounts overdrawn by the use of any form of electronic funds transfer.

Credit Line Advances

In the event that any account owner accesses a line of credit with any electronic access device such action will constitute a request for a cash loan advance. The Bank will charge finance charges from the date the advance occurred until the loan is paid in full. These finance charges will be calculated at an annual percentage rate in accordance with the terms and disclosures in the agreement with the Bank.

ATM Services

You may use your card and PIN in our ATMs to:

- Withdraw cash up to a combined total of $500.00 per day from your checking, statement savings, or passbook savings. We reserve the right to adjust this amount at any time.
- Verify account balances that might include funds on hold and not available for immediate withdrawal.
- Make cash advances from a credit line account.

Lost/Stolen Card or Password/Pin Notification

If your card or password/Pin is lost or stolen call the Bank immediately at (315) 592-4201, or toll free at (877) 817-6976. To report your Express Banking Card lost or stolen after business hours call toll-free at 1-800-264-5578. Our business hours may be obtained by stopping in at any branch or calling the numbers listed above. You may also notify the Bank in writing at Fulton Savings Bank, Express Banking Card Department, 75 S. First Street, Fulton, NY 13069. The prompt reporting of a lost or stolen card(s) or password/PIN may limit the amount of your liability for unauthorized transaction(s).

Liability for Unauthorized Use

Contact the Bank immediately if you believe your card(s) has been lost or stolen or transfers have occurred without your permission or someone other than yourself knows your PIN. Telephoning is the best way to keep possible losses to a minimum. Fulton Savings Bank's number is (315) 592-4201. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

If you notify us within two business days of learning of the loss or theft of your card, $50.00 is the maximum you can lose if someone uses your card or PIN without your permission. If you do not notify us within two business days and we prove that we could have stopped someone from using the card or PIN if you had told us you can lose as much as $500.00.

If your statement shows transfers that you did not make notify the Bank immediately. If you notify us within 60 calendar days upon receipt of your statement $50.00 is the maximum you can lose. If you do not notify us within 60 calendar days, you will lose up to $50.00 on unauthorized transfers occurring prior to 60 calendar days after the statement and unlimited liability for transfers that are 60 calendar days after the statement. If travel, hospitalization, or another good reason kept you from telling us we may extend the time period.

Refusal to Honor Card

Even though an account may have sufficient funds to cover a requested card withdrawal the Cardholder(s) recognizes that merchants, financial institutions, and others who accept the card or the account number on the card may not be able to determine the actual balance of the Cardholder(s) accounts. Therefore, the Bank is not liable for the refusal or inability of such persons to honor the card or complete a card withdrawal or a transaction or their retention of the card.

Merchants and others who honor the card may give credit for adjustments by initiating a credit to the Bank, which will credit the amount to the appropriate account.

Card Ownership

The card will remain the property of the Bank and the Cardholder(s) agrees to surrender the card to the Bank at any time upon request.

The owner of an account is fully responsible for all transactions processed by or permitted by anyone who is a cardholder. Cardholders are separately responsible for whatever transactions they make or permit someone else to make.

Fees:

A listing of maintenance fees and service charges applicable to your card is provided under separate cover.

Bank Liability for Failure to "Make" Or "Stop" Certain Transfers

If we do not complete a stop payment or fail to complete transfers to and from your accounts in the correct amount of time according to our agreement with you the Bank will be liable for your loss or damages. However, there are some exceptions: (1) if through no fault of the Bank you do not have enough money in your account to make the transfer or (2) if the transfer exceeds the limit of your overdraft LOC or (3) if the system was not working properly and you were aware of the malfunction when you started the transaction or (4) if circumstances beyond our control such as a natural disaster prevent the transfer from occurring despite reasonable precautions taken by the Bank. There may be other exceptions stated in our agreement with you or in our other disclosures.

Stop Payments of Electronic Funds Transfers

The Bank has the capability to place a stop payment on any Electronic Funds Transfer (EFT) payment.

If we agreed in advance to make regular payments out of your account, you can order us to stop any of these payments by calling us or writing us at least three (3) business days before the payment is due to be made. This time may vary if you are using the Express Online Banking and Bill Pay Service. Please see specific disclosures related to this service. If you give us this notice in less than the required time the Bank may at its discretion honor your request, but it is not obligated to do so.

If you place a stop payment order by telephone, we will also require you to submit your request in writing to the Bank within 14 business days of your call. Otherwise, your oral request will expire. Unless you request all future payments to a recipient be stopped your stop payment will be processed as a request concerning one single specific payment only.

If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to the party to transfer funds from your account and provide us with a copy of your signed revocation. We may charge you a fee for each stop payment order submitted. If you change your mind after the stop payment order is on file, we may charge you a fee to cancel it. To place or cancel a stop payment order, call us or write us at: Fulton Savings Bank, 75 South First Street, Fulton, New York, 13069, (315) 592-4201.

Errors, Omissions and Questions

If you believe an error or omission has occurred on your statement, receipt, or passbook or if you need more information about a transfer listed on a statement, receipt, or passbook, call us at (315) 592-4201. You may also write us at Fulton Savings Bank, 75 South First Street, Fulton, NY 13069. You may also e-mail us at info@fultonsavings.com.

We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. (If travel, hospitalization, or other good reasons kept you from telling us, we may extend the time period).

When you call or write, you must tell us:

- Your name and account number
- The error or transfer you are unsure about, and why you believe it is an error, or why you need more information,
- The dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or questions in writing within 10 business days (20 business days for point-of-sale transactions or foreign initiated transactions). If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 calendar days (90 calendar days for Point-of-Sale transactions or foreign initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

We will tell you about 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. New accounts are defined as accounts opened less than 30 days after the first deposit is made, without the customer having had a prior transaction account. In this case, we will tell you the results of our investigation within 20 business days after we hear from you and will promptly correct any errors. If we need more time, we may take up to 90 calendar days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally re-credit your account for the disputed amount within 10 business days; so that you will have full use of the money during the time it takes us to complete our investigation.

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.

Disclosure - Right to Receive Documentation of Transfer

1. Terminal Transfer: you receive a receipt at the time you make any transfer to or from your account(s) using an ATM or POS Terminal.
2. 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 (315) 592-4201 or (877) 817-6976 during normal business hours to find out whether the deposit has been made.
3. Periodic Statements: you will get a monthly statement showing all activity in your account(s) each month. The statements will be mailed to the address shown on our records.

Disclosure of Account Information to Third Parties

We may disclose information about your account or transactions to third parties in the following circumstances:

1. When it is necessary to complete transactions or resolve errors involving your account.
2. To verify the existence and condition of your account to third parties such as a credit bureau.
3. To comply with legal process, such as orders or subpoenas from government agencies or courts.
4. When you give your written permission to us or to the person asking for the information.

ATM and Night Deposit Safety Notice

Fulton Savings Bank is providing for your information a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

1. Be aware of your surroundings, particularly at night.
2. ATM activity may be recorded using surveillance cameras.
3. Consider having someone accompany you when the ATM or night deposit facility is used after dark; however, do not permit unknown persons to enter an ATM facility with you
4. Completely close the entry door of any ATM facility equipped with a door
5. If another person is uncomfortably close at the time of your transaction, ask the person to step back before you complete your transaction.
6. Refrain from displaying cash at the ATM or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your home or car.
7. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or come back later. If you are in the middle of a transaction and you notice something suspicious cancel the transaction and take your ATM access card or deposit envelope and leave.
8. If you are followed after making a transaction, go to the nearest populated public area.
9. Do not write your personal identification number or code on your card.
10. Report all crimes to law enforcement officials immediately. Questions or complaints should be directed to our security department at the phone number listed: (315) 592-4201. Or you can call the New York State Banking Department at 1-888-697-2861.

Section V-Express Online Internet Banking and Bill Pay Services

Internet Banking is a service that allows access to your Fulton Savings Bank account(s) through the use of a personal computer, a modem, and a password, and enables you to perform monetary transfers and account inquiries. The first time you access your Fulton Savings Bank accounts through Internet Banking confirms your agreement to be bound by all the terms and conditions of this agreement and acknowledges your receipt and understanding of this disclosure. In addition, the accounts you choose to access via Internet banking will automatically be set up to access via the Express Banking Line automated telephone transfer service. In the event that Internet Banking is inaccessible the Express Banking Line may be used. See page 11 for more information about the Express Banking Line.

Eligibility

You are eligible to use Fulton Savings Bank Internet Banking if you have at a minimum one open deposit or credit account. You will need a computer with a modem and an Internet browser to use Online Internet Banking and Bill Pay services. You are responsible for the purchase, set-up, and maintenance of your home computer, modem, and Internet browser.

Account Access

Your checking, savings, and loan accounts may be accessed via Express Online Internet Banking. Some accounts may have transactional limitations and all accounts remain subject to our Account Agreements as well as our general Disclosure Notice. Authorized signers may make account transfers. Money market, time deposit, and IRA accounts can be viewed only.

Available Transactions

You may use your password to process the following requests and transactions on the accounts for which a password has been assigned. (1) Account balance and transaction history and account detail information; (2) Transfers between authorized accounts, including loan

payments; (3) Third party bill payments through Bill Pay, in the amounts and on the days, you request; (4) Additional services as we may offer from time to time; (5) E-mail messages to the Bank via secure mailbox (e-mail may not be used to initiate transactions on your accounts).

Passwords and Liability

Shortly after enrolling, you will receive an e-mail confirmation. We will also mail a paper copy of that confirmation to your mailing address. If you require further assistance with enrollment, please call 315-592-3159.

For security purposes, it is recommended that you memorize your password and not write it down. You are responsible for keeping your password and account information confidential. You should notify us immediately if you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account by calling (315) 592-3159 between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday or in writing at: Fulton Savings Bank, Internet Department, 75 S. First Street, Fulton, NY 13069. The prompt reporting of a lost or stolen password may limit the amount of your liability. Refer to the section of this disclosure titled; "Liability for Unauthorized Use" contained in this disclosure.

Limitations on Transaction Frequency and Dollar Amount

If a hold has been placed on deposits made to an account from which you wish to transfer funds you cannot transfer the portion of the funds held until the hold expires and the funds become available.

Cancellation of Service

You may cancel your use of Internet Banking services or Bill Pay services by providing Fulton Savings Bank the following information via mail, e-mail, telephone, or in person: Name, address, bill payer ID number, and requested cancellation date. Once Bill Pay service is cancelled, all scheduled payments on your account will be cancelled.

Hours of Availability

You may access your accounts through Internet Banking seven days a week, 24 hours a day. However, at certain times, some or all of the Internet Banking may not be available due to system maintenance.

Bill Payer General Requirements

1. You must have a checking account open and in good standing to use the Bill Pay service.
2. You may have multiple checking accounts for Bill Pay service if the tax identification number on the accounts is the same.
3. If you close your Fulton Savings Bank accounts, you must notify us to cancel your Bill Pay service.
4. You must retain sufficient funds in the checking account and/or overdraft line of credit account from which bills are being paid or your Bill Pay service may be canceled at any time without prior notice to you.
5. You agree that we have the right to terminate the use of Bill Pay at any time without prior notice to you.

Third Party Vendor

Fulton Savings Bank will contract with one or more third party vendors to assist in the completion of your payment instructions. The Bank reserves the right to substitute agents and will advise you how to contact the substitute agent if that becomes necessary.

Bill Payer Software/Hardware Liability

Except as specifically provided in this disclosure or where the law requires a different standard you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury whether caused by equipment, software, Fulton Savings Bank, or by the Internet browser or by Internet access providers or by online service providers or by an agent or sub-contractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct, indirect, special, or consequential economic, or other damages arising in any way out of the installation, use, maintenance, or equipment, software, or Internet browser.

Bill Payer Service

The Express online Bill Pay service allows you to schedule bill payments through Fulton Savings Bank's Internet Banking service. You can arrange at your option for payment of your current, future, and recurring bills from your checking account. There is no limit to the number of payments that may be authorized. By furnishing us and/or our bill- paying agent with the names of your payees/merchants and their addresses you authorize us and/ or our bill paying agent to follow the payment instructions to these payee/merchants that you provide us and/or our bill paying agent via Express Bill Pay service. When we receive a payment instruction (for current or future date) we will remit funds to the payee through the Bill Pay processor from the funds in your designated checking account. We shall not be obligated to make any such payments unless your account and/or overdraft line of credit has sufficient funds or credit availability to pay the bill at that time.

Scheduling Payments

You understand that when possible, payments will be made electronically; however due to vendor or payee's requirements some will be made by written and mailed check. For payments made by check you must schedule the payment at least 7 full business days prior to the date the payment is due at your payee to allow for proper delivery of payment in a timely manner. For payments made electronically you must schedule your payments at least 3 full business days prior to the date the payment is due. Any payment made with Bill Pay requires sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge you must schedule a payment sufficiently in advance of the due date of your payment. Insufficient available funds may prevent you from resubmitting payment

requests or from making additional payments until sufficient funds are made available in your account and all related fees and charges have been paid. The Bank will not be responsible for costs, charges, liabilities, or other consequences arising from late payments occurring as a result of your scheduling of payments or as a result of insufficient available funds in your account.

Canceling Scheduled Payments and Stop Payment Requests

You have the right to cancel or change any scheduled payment. You must cancel the scheduled payment by no later than 12.00 am (midnight) Eastern time the day before the processing date (the date which you specify as the date the payment should be sent either by paper check or electronic transmission to the specified payee or vendor) by editing or deleting the scheduled payment. You may place a stop payment on payments to vendors receiving check payments after the processing date as long as the check has not yet cleared. To place a stop payment on a bill payment, check call Customer Service, (315) 592-3159 between 8:30 am and 4:30 pm, Monday thru Friday. There is a fee for this service stated in the Fulton Savings Bank schedule and part of these disclosures and may change from time to time. You may not place a stop payment on payments to vendors who receive payments through ACH (electronic) after processing. however, you may edit or delete the transaction up to 12:00 am (midnight) Eastern time the day before the processing date.

Payment Guarantee

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating.

The payment guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st with a 15-day grace period must have a "send on" date no later than July 1.
- The payment amount did not exceed $25,000.
- The payment was not made to an excluded payee. These payments are permitted but not guaranteed:
  - -Payments that failed due to insufficient funds.
  - -Payments to payees located in the Armed Forces Postal Codes such as AE or AP.
  - -Payments to settle securities transactions.
  - -Payments to payoff special or delayed financing for purchases.
  - -Payments to credit counseling agencies who pay creditors on your behalf.
  - -Court ordered payments such as alimony, child support, speeding tickets, etc.
  - -Tax entities
  - -Collection agencies
- The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
  - -Payments to payees outside of the United States
- The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

Excluded Merchants

Payees eligible for payment but not guaranteed through this service include governmental agencies including but not limited to the Internal Revenue Service, all state and local tax authorities, collection agencies, as well as recipients of court ordered payments like child support or alimony. Any organizations or individuals outside the United States are also excluded. Payments to government agencies for utilities such as water are permitted.

If a payment is made to an excluded merchant, the payment guarantee does not apply, and this service will not be liable for any fees or other penalties associated with that payment.

Payees in the Armed Forces Postal Codes

You can schedule payments to payees that are located in the Armed Forces Postal Codes such as Armed Forces America (AA) and Armed Forces Europe (AE). While the United States Post Service identifies the Armed Forces Postal Codes within the range of standard domestic mail, the mail that is delivered to these Postal Codes are subject to delays at the military bases. Therefore, payments to payees in the Armed Forces Postal Codes are not covered under the payment guarantee.

Expedited Payments Guarantee

If a properly scheduled expedited payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any penalties (defined below) that arise due to the failure of such payment to post on the scheduled date, and we will refund you the service fee associated with such payment. We will first attempt to have any such penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating.

"Penalties" are defined as late fees or finance charges that are assessed on the properly scheduled payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "properly scheduled expedited payment" is defined as a payment that:

- Was made from an account that has sufficient funds for the payment and any fees associated with the payment.
- Was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "deliver by" date no later than July 15th.
- The service indicates the payment is deliverable on or prior to the applicable due date.
- Was not made for any of the following types of transactions:
  - -Payments that failed due to insufficient funds or other reasons
  - -Payments to settle securities transaction
  - -Payments to payoff special or delayed financing for purchases
  - -Payments to credit counseling agencies who pay creditors on your behalf
  - -Payments to payees outside of the United States
  - -Court ordered payments such as alimony, child support, speeding tickets, etc.
  - -Tax entities
  - -Collection agencies
- The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
- Does not cause you to exceed any applicable risk management limits.
- Was scheduled when the system was available; and
- The payment complies with the payee's policies.

Payment Liability

We shall not be responsible for any charges imposed or any other action taken by a payee who refuses the payment for any reason or resulting from a payment not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through who any bill payment is made fails to properly transmit the payment to the intended payee. We will not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft line of credit. We will not be liable if you provide incomplete or incorrect payee information, changes of merchant address or account numbers, the failure of any merchant to account correctly for the payment in the timely manner, if a legal order directs us to prohibit withdrawals from the payment account, if the payment account is closed or frozen, or if any part of the electronic fund transfer system is not working properly, or for any other circumstance beyond the control of the Bank. We will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay service.

Section VI—Taxpayer Identification Number and Certification Information

Explanation

If you are subject to U.S. Information return reporting or IRS backup withholding rules, Section 6109 of the Internal Revenue Code (IRC) requires you to furnish your correct Taxpayer Identification Number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, or contributions you made to an individual retirement arrangement (IRA). IRS uses numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Use your Fulton Savings Bank account signature card to furnish your correct TIN to the Bank, and, when applicable, (1) to certify that the TIN you are furnishing is correct, (2) to certify that you are not subject to backup withholding, (3) to claim exemption from back up withholding if you are an exempt payee, and (4) to certify that you are a U.S. citizen. Furnishing your correct TIN and making the appropriate certifications will prevent your earnings from being subject to the current tax rate for back up withholding of taxable interest, dividend, and certain other payments.

If you are a nonresident alien, a foreign entity or an exempt foreign person not subject to certain U.S. information return reporting or backup withholding rules you should indicate this on the signature card to avoid possible erroneous backup withholding. You must provide Fulton Savings Bank with a completed IRS form W8-BEN, Certificate of Foreign Status at the time you open your account and every third year thereafter. Fulton Savings Bank reserves the right to require a new Form W-8BEN every year.

How to Obtain A TIN

If you do not have a TIN, apply for one immediately. To apply get Form SS-5, Application for a Social Security Number (for individuals), from your local Social Security Administration office, or form SS-4, Application for Employer Identification Number (for business and all other entities) from your local IRS office.

What is Backup Withholding?

Persons making certain payments to you are required to withhold and pay to IRS the current tax rate of such payments under certain conditions. This is called backup withholding. Payments that could be subject to backup withholding include interest and dividends, but do not include real estate transaction payments. If you give the Bank your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the Bank, or

2. IRS notifies the Bank that you furnished an incorrect TIN, or
3. You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividend accounts on your tax return (for reportable interest and dividend accounts only), or
4. You fail to certify to the bank that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts only,) or
5. You fail to certify your TIN. This applies only to interest, and dividend accounts opened after 1983.

Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From Backup Withholding.

Payees and Payments Exempt from Backup Withholding

The following is a list of payees exempt from backup withholding and for which no information reporting of interest or dividends is required.

1. A corporation.
2. An organization exempt from tax under IRC Section 501 (a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).
3. The United States or any of its agencies or instrumentalities.
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
5. A foreign government or any of its political subdivisions or instrumentalities.
6. An international organization or any of its agencies or instrumentalities.
7. A foreign central bank of issue.
8. A dealer in securities or commodities requiring registration in the U.S. or a possession of the U.S.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under IRC Section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
15. A trust exempt from tax under IRC Section 664 or described in IRC Section 4947.

Payments or dividends generally not subject to backup withholding also include the following:

- Payments to nonresident aliens subject to withholding under IRC Section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments or patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.

- Payments of tax-exempt interest (including exempt interest dividends under IRC Section 852)
- Payments described in IRC Section 6049(b) (5) to nonresident aliens.
- Payments on tax-free covenant bonds under IRC Section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see Internal Revenue Code sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under such sections.

Penalties

Failure to Furnish TIN

If you fail to furnish your correct TIN to the Bank, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information with Respect to Withholding

If you make a false statement with not reasonable basis that results in no imposition of backup withholding, you are subject to $500 penalty.

Criminal Penalty for Falsifying Information

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name

If you are an individual provide the name shown on your Social Security card. However, if you have changed your last name without informing the Social Security Administration, please provide your first name and both the last name shown on your Social Security card and your new last name.

If you are a sole proprietor, you must furnish your individual name and your SSN unless an EIN has been issued to your business. If you enter your EIN, you must enter your name on the signature card. The business name may be placed on the signature card as a reference. Enter the name(s) as shown on your Social Security card and/or as it was used to apply for your EIN on from SS-4.

Certification

1. Interest and Dividend Accounts Opened after 1983: You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the Bank you must cross out the certification language before signing the signature card.
2. Other payments—you are required furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN.
3. IRA Contributions—you are required to furnish your correct TIN, but you are not required to sign the certification.
4. Exempt Payees and Payments—if you are exempt from backup withholding you should indicate this on the signature card to avoid possible erroneous backup withholding. If you are a nonresident alien or foreign entity not subject to backup withholding you must provide Fulton Savings Bank with a completed IRS Form W-8BEN, Certificate of Foreign Status at the time you open your account and every third year thereafter. Fulton Savings Bank reserves the right to require you to complete a new Form W-8BEN every year.

What TIN Number Should You Give to The Bank?

For this type of account:	Give the name and Social Security number of:
Individual	The individual
Two or more individuals (joint account)	All owners
Custodian account of a minor (Uniform Transfers to Minors Act)	The minor and the Custodian
A revocable savings trust	The grantor-trustee and the beneficiary
A trust account that is not a legal or valid trust under state law	The actual owner and the beneficiary
Sole proprietorship	Give the name and Employer Identification Number of:
For this type of account:	
A valid trust, estate or pension trust	Legal entity and all signers
Corporation	The corporation and all signers
Association, educational, charitable, religious, club or other tax-exempt organization	The organization and all signers
Partnership	The partnership and all signers
A broker or registered nominee	The broker or nominee and the actual owner
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.	The public entity and all signers