

SOLVAY BANK

VISA Debit Card & Electronic Funds Transfer Agreement

INTRODUCTION

This brochure addresses the terms and conditions which will apply when you use **THE SOLVAY BANK** VISA Debit Card (Card) and/or authorize the Electronic Funds Transfer of Federal Recurring Payments (SSA, SSI checks, etc.) to your account or arrange for Preauthorized Electronic Funds Transfers to and from your account. All other terms and conditions for your account, as provided to you under separate cover, will also apply.

DEFINITIONS

Account(s): Means your **SOLVAY BANK** checking, savings or NOW account(s).

Automated Teller Machine (ATM): Means an electronic terminal which is located at a Bank branch and operated by you. You can make balance inquiries, deposits, transfers, withdrawals and, in some locations, obtain cash advances from your Account(s) at the ATM by using your VISA Debit Card and PIN.

Business Day: Means any day on which the offices of **SOLVAY BANK** are open to the public for carrying on substantially all business functions.

Electronic Funds Transfer: Means any transfer of funds that is started through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your account. The term includes, but is not limited to, using your Card at an ATM or POS location, direct deposits or withdrawals of funds, transfers to or from your account which you preauthorized a third party to make and a payment made by a bill payer under a bill-payment service available via computer, telephone, debit card or other electronic means. The term also includes a transfer via ACH (automated clearing house) where you have provided a check to enable the merchant to capture the routing number, account and serial numbers to initiate a transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or mailed to a merchant or other payee or lockbox and later converted to EFT; or whether the check is retained by you, the merchant or other payee or the payee's financial institution. The term does not include items such as one-time EFT initiated transactions where you are notified in advance that the transaction will be processed as an EFT and you go forward with the transaction.

Cardholder or You: Means each person who has been given a VISA Debit Card by the Bank and who has a right to make or process transactions on an Account. It also includes each person who the Cardholder permits to make such transactions by using a VISA Debit Card.

VISA Debit Card: Means a plastic card showing the name and identification number of the owner of an Account at the Bank, which can be used at an ATM to make balance inquiries, deposits, transfers, withdrawals and, in some locations, obtain cash advances from your deposit account(s) or in the Bank for identification purposes. When you maintain a checking or NOW account, the VISA Debit Card will also permit you to pay for purchases at merchant locations that accept VISA Debit Cards.

NOTE: SOLVAY BANK VISA Debit Card IS NOT A CREDIT CARD. The Card is to be used solely to (1) provide access to funds in your Account and (2) obtain loans under an effective written Overdraft Line-Of-Credit agreement you may have with us.

PIN: Means a Personal Identification Number which is known only to the Cardholder and must be used along with the VISA Debit Card to process transactions at an ATM or to pay for purchases at a POS location, if required.

Shared Network: Means shared Automated Teller Machines (ATMs)/Point of Sale (POS) facilities. These are the regional networks of shared ATMs at which you can use your VISA Debit Card and PIN to process transactions.

Point of Sale (POS) Transaction: Means a purchase paid for with your VISA Debit Card at a merchant location participating in a Shared Network. The amount of the purchase is debited from your checking account.

Point of Sale (POS) Terminal: Means the electronic terminal located at participating Shared Network merchant locations which authorizes the debit or balance inquiry transaction.

Rules: Means the **SOLVAY BANK** rules for savings, checking and NOW accounts, including those rules about the use of VISA Debit Cards and Electronic Funds Transfer.

AGREEMENTS

The Bank will issue a VISA Debit Card if requested to do so by an owner of a **SOLVAY BANK** checking, or NOW account(s).

Without the VISA Debit Card and PIN, you will be unable to use the **SOLVAY BANK** or shared ATM's or some POS facilities.

By signing a VISA Debit Card request or by using your VISA Debit Card and PIN to process a transaction on your Account, you agree to be bound by the terms and conditions concerning our VISA Debit Card Services. If an owner of a joint account signed the request for VISA Debit Cards or for PINs, all owners of the Account will be bound by the agreement. Only one VISA Debit Card will be issued to each owner of an Account. No VISA Debit Cards will be issued for non-personal accounts (e.g. business, estate, etc.).

You agree that you will not use the Visa Debit Card for any illegal transaction.

You agree to maintain sufficient collected funds in your Account to cover any transfers or payments, including ATM withdrawals or transfers and POS transactions. You agree to be personally responsible for all charges incurred by use of your VISA Debit Card, including any overdrafts. An overdraft can result in cancellation of this agreement and your Account. If you have an Overdraft Line-Of-Credit on your Account, withdrawals made by the VISA Debit Card in excess of your Account balance are subject to the separate agreement governing the credit line.

When you use our VISA Debit Card services you give us the right to secure payment with certain funds you have on deposit with us, including those held in NOW, checking, savings and time deposit accounts. This is in addition to any other rights we may have. Regardless of any other agreement you have with us, balances due from use of your VISA Debit Card are not secured by any real or personal property.

In the event you fail to comply with any term of this agreement, any underlying agreement, any applicable law, rule or regulation, or you die or become bankrupt, we may declare all amounts owed

to the Bank immediately due and payable without any notice. If any amount owed to the Bank is referred for collection to a third party, you agree to pay reasonable fees together with actual expenditures for necessary court processes.

ACCOUNT ACCESS

An authorization limit has been established for your use of the VISA Debit Card. Purchases and Cash Advances may require prior approval. These approvals are called "authorizations". We may limit the number of authorizations we will perform on any one day. At times, we may not be able to give our approval for transactions, even though they would not exceed your Authorization Limit. These restrictions are for security reasons and for security reasons we cannot explain the details of how our authorization system works. You agree that neither we nor our authorization agent(s) shall be liable for not performing an authorization in such cases. As a general rule you can:

Use your VISA Debit Card at SOLVAY BANK locations to:

- Withdraw cash
- Make deposits
- Transfer funds between your accounts
- Verify account balances (which might include funds on hold, not available for immediate withdrawal)

Use your VISA Debit Card at other locations to:

- Withdraw cash
- Transfer funds between your accounts
- Verify account balances (which might include funds on hold, not available for immediate withdrawal)
- Pay for purchases at places that have agreed to accept the Visa Debit Card
- Pay bills directly by telephone from your checking account in the amounts and on the days you request
- Some of these services may not be available at all terminals

Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Deposits: All deposits are subject to the Bank's verification. ATM deposits will be examined by at least two persons. If you deposit non-cash items interest on the amount deposited begins to accrue as soon as funds are available based on the funds availability disclosure you received. Interest will be earned on the account to which a deposit is made at rates, yields, intervals and on terms which are fully described in the specific account disclosure which was provided to you under separate cover.

Funds you deposit may not be immediately available for withdrawal. Please refer to the "Funds Availability" section of the Bank's Truth-in-Savings disclosure, which was provided to you under separate cover.

DOCUMENTATION OF TRANSACTION(S)

ATM/POS Receipts: The ATM provides a transaction receipt when you have completed your transaction(s). The receipt will show the date and time of the transaction, the truncated account number, the type of account, the amount, and the location of the ATM. If a POS (Point of Sale) transaction involves the use of an electronic terminal, this information will appear on the receipt. If you made a transfer, the receipt will also show the types of accounts the money was transferred from and to. If you made a deposit, the receipt will show the amount you tell us you deposited. All deposits are subject to verification.

Statement Account: We will send you a statement showing all activity in your account each month. The statements will be mailed to the address shown on our records. All POS, ATM and/or VISA Debit Card purchases will be identified on your statement and followed by a location description.

Preauthorized Credits (including Social Security): If you have arranged to have direct deposits electronically transferred to your account at least once every 60 days by the government or the same person or company, we will let you know if the deposit is made. The person or company making the deposit will tell you every time they send us the money. You can call us at **(315) 484-2204** to find out if the deposit was made.

FEES AND CHARGES

VISA Debit Card Transactions	
Processed at SOLVAY BANK Locations	Free
VISA Debit Card Transactions	
Processed at Other ATM Locations	1.00
Lost Card Replacement	10.00
Lost Card Replacement-Rush Order	30.00
Unprocessed Transactions	
(Insufficient Funds/Uncollected Funds	
including EFT debits) Per Item	32.00
Payments Against Uncollected Funds	
(EFT debits which are paid, at the sole discretion	
of the Bank, against uncollected funds) Per Item	32.00
Uncollected Deposited Items	
(checks negotiated through us, drawn on other	
banks, which are returned unpaid) Per Item	10.00
Stop Payment (EFT Debit)	20.00
International Transaction Fee	
Currency Conversion	1.00%
No Currency Conversion	0.80%

Foreign Transactions: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign

transactions, including purchases, cash withdrawals, and credits to your account. A fee of 0.8 percent of the transaction, calculated in U.S. dollars will be imposed on all single currency transactions, including purchases, cash withdrawals, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates.

OWNER'S LIABILITY FOR TRANSACTIONS BY ALL CARDHOLDERS

The Owner of an Account is fully responsible for all deposits, transfers, and withdrawals made by or permitted by anyone who is a Cardholder. Cardholders are separately responsible for transactions they make or permit someone to make.

CARDHOLDER'S LIABILITY FOR UNAUTHORIZED USE OF CARD

You should notify us AT ONCE if you believe your VISA Debit Card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your accounts without your permission. You may notify us in person, writing to us, or telephoning us. Telephoning us is the best way to keep your possible losses down. If you do not notify us immediately, you could lose all the money in your account plus your maximum Overdraft Line-of-Credit if applicable. If you tell us within 2 business days, you can lose no more than \$50 if someone used your card or PIN without your permission.

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

Also, if your statement shows transactions that you did not make, tell us AT ONCE. If you do not notify us within 60 days from the date the statement was mailed to you, you may not get back any monies you have lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good and valid cause (i.e. a long trip or a hospital stay) was the reason that you did not know that your VISA Debit Card or PIN had been lost or stolen, we may extend the time periods at our discretion.

REPORTING LOST OR STOLEN VISA DEBIT CARDS

If you believe your VISA Debit Card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your accounts without your permission, you should notify us AT ONCE by calling: **(315) 484-2204** or write to: **Customer Service Department, SOLVAY BANK, 1537 MILTON AVENUE, SOLVAY, NY 13209.**

ERRORS, OMISSIONS OR QUESTIONS

If you believe there is an error or omission on your statement or receipt or if you need more information about a transfer listed on the statement or receipt, call us at: **(315) 484-2204** or write to: **Customer Service Department, SOLVAY BANK, 1537 MILTON AVENUE, SOLVAY, NY 13209.**

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 a good and valid reason kept you from telling us, we may extend the time period at our discretion). 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, and
- The dollar amount of the suspected error.

If you tell us verbally, we may require that you also send us your complaint or question in writing within 10 business days. **SOLVAY BANK BUSINESS DAYS: Monday thru Friday; Holidays are not included as business days.**

We will tell you the results of our investigation within 10 business days after we hear from you and will promptly correct any errors. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally credit your account for the disputed amount within 10 business days, so you have use of the money while we are completing our investigation. For Visa transactions, the time-frame for provisional credit is 5 business days. For new accounts, where the notice of error occurred within 30 days after the first deposit to the account was made, we may take up to 20 days to provisionally credit the consumer's account. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may request copies of documents we use for our investigation.

The Bank's record of your Account is the one that will be binding if there is a difference between the Bank's record and your statement.

Problems, omissions or errors resulting from transactions processed through a Shared Network ATM or POS terminal should be referred to **SOLVAY BANK** for resolution.

CLAIMS OR DISPUTES

Except where otherwise provided by law, **SOLVAY BANK** is not liable for any action or omission of any establishment honoring the Card including any refusal to honor the Card or any defect or deficiency in the goods or services purchased. You will handle all such disputes directly with the establishment and will not withhold payment from the Bank because of a claim or dispute.

However, if you have a problem with property or services: (1) purchased with the Card, (2) in your home state or within 100 miles of your current mailing address on record with the Bank, and (3) the purchase price is more than \$50, you may have the right not to pay the remaining amount due on the property or services, provided you first try in good faith to return same or give the merchant the chance to correct the problem, and following such an attempt give the bank proper written notice.

CONFIDENTIALITY

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

- To complete transactions or resolve errors involving your account, or;
- To verify the existence and condition of your account to third parties such as a credit bureau or merchant, or;
- To comply with legal process, such as orders or subpoenas from government agencies or courts, or;
- When you have given written permission to us or to the person asking for the information.

FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER

You agree to maintain sufficient collected funds in your account to cover any authorized transfers or payments.

The Bank will make every effort to assure that your deposits, transfers, and withdrawals are made quickly and correctly. If you request that we automatically transfer funds on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed. If you have an Overdraft Line-of-Credit for your Checking or NOW account and the transfer can be made using your available Overdraft Line-of-Credit, then the transfer will be completed using that credit. The transaction is subject to any applicable Overdraft Line-of-Credit finance charges.

If we do not complete a transfer to or from your accounts on time or in the right amount, according to our agreement with you, we are liable for your losses or damages (as provided by law). However, there are some exceptions. We will not be liable, for instance, if:

- We do not receive sufficient information to complete the transaction;
- Through no fault of ours your account does not contain enough available funds to complete the transaction;
- The transaction amount would go over your available credit limit, if you have an Overdraft Line-Of-Credit;
- Your VISA Debit Card or PIN was reported lost or stolen;
- Your account is frozen because your co-depositor notified us of a dispute between you;
- Your account is frozen because of a court order, legal process or other claim;
- The ATM you are making the withdrawal at does not have enough cash;
- The ATM is temporarily out of service or closed for maintenance;
- The ATM or our computer system was not working properly and you knew that when you started the transaction;
- Circumstances beyond our control (such as fire, flood, labor dispute, power, or computer failure) prevent us from completing the transaction, despite reasonable precautions we have taken;
- Your account has been closed or your VISA Debit Card privileges have been canceled;
- We are protecting the security of your accounts or the ATM system;
- Some other problem prevents us from completing the transaction the way you requested, and we are able to correct the problem and complete the transaction later; or
- The delay causes you no losses or damages that you can prove in court.

STOPPING PAYMENTS

Your Right to Stop Payment and How to Do It: 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. 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 your stop payment order by telephone, we will also require you to put your request in writing and get it to us within 14 days after your call. Otherwise your verbal request will expire. Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation. We will charge you a fee for each stop-payment order you give us. If you change your mind after the stop-payment is on file, we may charge you a fee to cancel it. To place or cancel a stop-payment order call us at **(315) 484-2204** or write us at: **Customer Service Department, SOLVAY BANK, 1537 MILTON AVE. SOLVAY, NY 13209.**

Liability for Failure to Stop Payment: If you tell us to stop a preauthorized transfer from your account and do so at least 3 business days before the transfer is scheduled, and we do not do so, we may be liable for any direct losses or damages you can prove.

Right to Receive Notice of Varying Amounts: If the preauthorized payments out of your account will vary in amount, the person you are going to pay will tell you when the payment will be made and how much the payment will be. You will receive this information 10 days before each payment is due. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

FUTURE CHANGES AND CANCELLATIONS

We have the right to change this Agreement, and will notify you in writing at least 21 days before the effective date of any change that will (1) increase any fees or charges or your liability, (2) reduce the VISA Debit Card services available to you, (3) place stricter limits on the frequency of transactions, or (4) decrease the daily maximum cash you can withdraw in a day. No advance notice is required for changes that are necessary for security reasons.

OWNERSHIP

VISA Debit Cards are the property of **SOLVAY BANK** and are made available, along with the **SOLVAY BANK ATMs**, as a service to our customers. If we request return of any VISA Debit Card issued to you, you are required to return them immediately. We have the right to cancel your VISA Debit Card and privileges or this agreement at any time without advance notice to you.