

# CCBank Online

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## **I. Introduction**

This Online Access Agreement ("Access Agreement") for accessing your CCB accounts through CCBank Online explains the terms and conditions governing the Online banking

services and CCBill Pay services offered through CCBank Online. By using the CCBank Online Services, you

agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by

and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal

law or regulation, by the laws of the State of New York. The terms "we," "us," "our," "Cattaraugus County Bank," and "Bank" refer to **Cattaraugus County Bank**. "You" refers to each signer on

an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal

holidays.

CCBank Online can be used to access **CCB** accounts. Each of your

accounts at **CCB** is also governed by the applicable "Disclosure of Account

Terms" and "Rules of the Deposit Account" ("Deposit Agreement and Disclosure"), which you received at the time

the account was opened.

## **II. Accessing Your CCB Accounts through CCBank Online**

### **A. Requirements**

**Personal Accounts:** To access your accounts through CCBank Online, you must be an owner or signer on the CCB account and have an Online Password.

**Business Accounts:** Only a business operating under a taxpayer identification number (which must be the owner's Social Security

Number) with one owner, and no signers may to have access to these accounts.

Trust accounts, accounts with two signatures required, churches, clubs and municipalities are not eligible for this service at this time.

### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through CCBank Online is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your Password to a session of CCBank Online. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within CCBank Online.

### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through CCBank Online. Please note that a fee may be assessed for use of the CCBill Pay service, and that fees may be assessed by your Online service provider.

### **D. New Services**

CCB may, from time to time, introduce new Online services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

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

With CCBank Online, you can manage your accounts from your home or office on your personal computer. You can use CCBank Online to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).

- Pay bills to any merchant, institution or individual.
- Communicate directly with CCB through E-mail.

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

The first time you access your CCB accounts through CCBank Online you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

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

You will be given an User Code and Password that will give you access to your CCB accounts for CCBank Online access. This password can be changed within CCBank Online using the "change password" button. We recommend that you change your password regularly. CCB will

act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

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

Although there are no fees for accessing your accounts through CCBank Online, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify CCB and identify a new payment account for the selected services. Additionally, if you close all CCB accounts, you must notify CCB Customer Service to cancel the CCBank Online services.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, CCBank Online services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you

must call **CCB** Customer Service at **716-938-9128**.

If you do not access your CCB accounts through CCBank Online for any 6 month period, CCB reserves the right to discontinue your service without notice. Please note that your bill payment information will be lost if your CCBank Online service is discontinued.

You agree to be responsible for any telephone charges, or charges assessed by your Online Service Provider, which are incurred by accessing your CCB accounts through CCBank Online.

If you wish to cancel any of the CCBank Online services, please contact CCB Customer Service at 716-938-9128 or send us cancellation instructions in writing to CCB, 120 Main St., Little Valley, NY 14755 Attn: CCBank Online

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, CCB, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. You also agree that we or the service providers shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, CCBank Online, or Internet browser or access software.

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

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

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

In addition, you will be charged the same overdraft charges that apply to your account.

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

You can access your CCB accounts through CCBank Online seven (7) days a week, 24 hours a day. However, at certain times, some or all of CCBank Online may not be available due to system maintenance. You will be notified Online when this occurs.

A transfer initiated through CCBank Online before **4:00 p.m.**, on a business day is posted to your account the same day. All transfers completed after **4:00 p.m.**, on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

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

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

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

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

### **IV. Bill Pay Service**

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

The CCBill Pay Service allows you to schedule bill payments through CCBank Online. You can schedule, at your option, for the payment of your current, future and recurring bills from one of your CCB checking accounts. There is no limit to the number of payments that may be authorized. You

may pay any merchant or individual through the use of Bill Pay. We are unable to process any payment of taxes or court-directed payments through Bill Pay.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Bill Pay. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected

checking account. When CCB receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of CCB, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. Upon your enrollment for this service, a separate CCBill Pay Agreement and Disclosure, which sets forth the terms and conditions of the service, will be provided to you.

## **V. General Terms**

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

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

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

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the

government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

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

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

- Contact CCB by electronic mail (E-mail), or
- Fax CCB at 716-938-6010, attention Electronic Banking Coordinator, or
- Telephone CCB at 716-938-9128, or
- Write Cattaraugus County Bank, 120 Main ST., Little Valley, NY 14755, Attn: Electronic Banking Coordinator, as soon as you can if you think your statement or transaction

record is wrong, or if you need more information about a transaction listed on the statement or transaction record.

- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:



We will tell you the results of our investigation within ten (10) business days. After we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or

international transactions, to investigate your complaint or question. If we decide to do this, we will credit your

account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it

takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation. For investigations requested within the first thirty (30) calendar days after the first deposit to the account is made, we may take twenty (20) business days after we hear from you to tell you the results of our investigation, or alternatively, re-credit your account and resolve the error within ninety (90) calendar days.

If we do not complete a transfer to or from your CCB account on time or in

the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using CCBank Online.

- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

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

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

CCB reserves the right to terminate this Agreement and your access to CCBank Online, in whole or in part, at any time without prior notice.

### **VI. Protecting Your Account**

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

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call CCB Customer Service at 716-938-9128 during regular business hours.

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

Taking Care of Your Password - The password that is used to gain access to CCBank Online should also be kept confidential. For your protection we recommend that you change your Password regularly. It is

recommended that you memorize this Password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify CCB Customer Service at once at 716-938-9138.

#### **B. Unauthorized Transactions in Your CCB Accounts**

Notify us immediately if you believe another person has improperly obtained your Password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call CCB Customer Service at 716-938-9138, or write Cattaraugus County Bank, 116 Main st, Little Valley, NY 14755, Attn: CCBank Online.

If your Password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a CCB deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.