# WELCOME

# **CHEMUNG CANAL TRUST COMPANY**



Account conversion and welcome booklet







# WE'RE HERE TO SERVE YOU

For 180 years, our community bank has supported and encouraged the economic growth and development of our region, helping individuals and businesses create wealth and opportunity.

The impact of our role as a leading financial institution is far-reaching. Working with businesses of all sizes, we promote economic stability and expansion, which create and maintain local employment. We also make a difference for individuals and households, assisting with automobile, home purchase, new construction and home improvement loans.

At Chemung Canal, we're here to make a difference. It's our tradition of commitment to your success.

Building relationships since 1833





# **Chemung Canal Trust Company**

One Chemung Canal Plaza, Elmira, NY 14902-1522

October 23, 2013

Welcome to Chemung Canal Trust Company!

I am pleased to announce the conversion of the six banking centers we are purchasing from Bank of America will begin at Noon on Friday, November 22nd. These offices will reopen on Monday, November 25th as full service branch offices of Chemung Canal Trust Company. As these dates inch closer, we are growing more excited about this opportunity and, based on the response we have received from many of you, we believe you feel the same.



This booklet will help introduce you to Chemung Canal and provide a summary of what will happen as we convert your accounts and banking services to their comparable CCTC products. Included you will find account information, product highlights and account terms and disclosures. Please review this material thoroughly. If you have questions regarding the information or how the

Ronald M. Bentley President & Chief Executive Officer

conversion will impact you, please don't hesitate to contact us by telephone or email. Specific contact information is included throughout this booklet. You can also call or visit the offices in Auburn, Cortland, Ithaca or Seneca Falls. We are all committed to making this a seamless transition, so don't hesitate to reach out with your questions or concerns.

We recognize that change can create some uncertainty. And while the name on the door will be changing, we are very pleased to report that you will continue to do business with the same friendly, highly trained staff of professionals that you know and trust. They are well versed in banking, active in their communities and we are delighted that they, like you, will be joining our Chemung Canal family.

These are exciting times for our bank. We are expanding our presence in Tompkins County and entering the Auburn, Cortland and Seneca Falls communities. This also happens as we celebrate our company's 180th anniversary. As New York State's oldest locally-owned and managed community bank, our success is not attributable to longevity, but through our commitment to building long-term relationships with clients. It's a banking philosophy and way of doing business that is as relevant today as it was back when we were founded in 1833.

On behalf of our Board of Directors, management and staff, we welcome you to Chemung Canal and thank you for your business.

Sincerely,

malmanth

Ronald M. Bentley President & Chief Executive Officer

Building Relationships since 1833 Member FDIC Equal Housing Lender 🖻



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#### **CONVERSION CALENDAR OF EVENTS** July 11, 2013 Chemung Financial Corporation announces the acquisition of Bank of America branch offices in Auburn, Cortland, Ithaca and Seneca Falls. The offices are scheduled to become full service Chemung Canal Trust Company branches during late November 2013. August 28 & 29, 2013 Bank of America notifies impacted customers of the upcoming transition to Chemung Canal Trust Company. September 3, 2013 Chemung Canal Trust Company sends written acknowledgments welcoming its new clients October 23, 2013 Chemung Canal Trust Company mails its "Welcome Book" with account information and conversion weekend information to all impacted Bank of America clients. November 9, 2013 Customers to be mailed, as appropriate: New checks for their Chemung Canal checking account New CCTC Debit/Check/ATM card New PINs (Personal Identification Numbers) for Debit/Check/ATM cardholders; please see the Access To Your Account section of this booklet for more information New deposit and withdrawal slips for Savings & Money Market accounts Friday, November 22, 2013 Noon: All six Bank of America offices, included in this sale, will close for the weekend. Last day to use Bank of America online banking All clients can begin writing checks using their Chemung Canal Trust Company Saturday, November 23, 2013 checking account. At this time we request that you destroy your remaining Bank of America account checks. Noon: All clients can begin using the Chemung Canal Trust Company Debit/Check/ ATM cards Monday, November 25, 2013 At 9:00 am all offices open as full service branch offices of Chemung Canal Trust Company. First day to begin using Chemung Canal Trust Company online banking.

There will be no change in office hours at the time of the conversion.

# WHO IS CHEMUNG CANAL TRUST COMPANY?



We're a full service community bank headquartered in Elmira, New York, with assets of \$1.3 billion, and a full service wealth management operation with nearly \$1.8 billion in assets under management or administration.

In addition to our new offices in Auburn, Cortland, Ithaca and Seneca Falls, we have full service banking offices in Albany, Chemung, Broome, Saratoga, Schuyler, Steuben, Tioga, and Tompkins counties in New York and Bradford county in Pennsylvania. We have full service wealth management offices in downtown Elmira and downtown Binghamton.

We feature an extensive menu of products and services to get the job done. But more importantly, our 400 employees provide customer service that is designed to develop long term relationships.

Chemung Canal Trust Company is a wholly owned subsidiary of Chemung Financial Corporation, a publically owned company. Chemung Financial is traded on NASDAQ under the CHMG ticker symbol.

We look forward to the employees from these Bank of America offices joining us as we work with you to achieve the financial goals that you have established.



# IMPORTANT CONVERSION INFORMATION

- Vou will have limited access to your accounts from noon Friday, November 22nd, until the following Monday morning, November 25th. During that time period you may utilize your new Chemung Canal checks and new Chemung Canal debit/check/ATM card. We ask that you carefully anticipate your banking needs for that weekend and encourage you to plan for your cash needs.
- YOUR CHECKING AND SAVINGS ACCOUNT NUMBERS WILL BE CHANGING. We will be adding a two digit prefix to your account to help us identify your primary branch region. The last seven digits of your current account number will not be changing. You will be notified, under separate cover, of your new account number approximately two weeks prior to the November 22nd conversion.
- AUTOMATIC ACCOUNT DEBITS AND CREDITS. There will be no immediate interruption in your receipt of direct deposits or the payment of automatic account deductions or recurring payments, because of this acquisition. However, we would encourage you to contact these companies and provide them your new, complete account number. Also, please provide them our routing and transit number (R&T #): 021301115. This number is different than Bank of America's routing and transit number. By contacting these companies and providing this information you will avoid any possible issues in the future. Please see the insert in this booklet for a form to assist you with this notification.
  - Please be advised that beginning 60 days after this conversion, Bank of America will no longer forward electronic transactions, using their routing & transit number and your old account number to Chemung Canal. Therefore it is imperative that you provide this new information to all companies that you receive electronic deposits or debits immediately upon completion of the conversion.
- If you have check writing privileges on any of your personal accounts, you will be receiving new checks prior to the scheduled conversion date. If you have not received your new checks by Monday, November 18th, please contact our Teleservices department at (800) 836-3711.
- If you have not received your new Chemung Canal Visa® Debit/Check/ATM card by Monday, November 18th, please contact our Teleservices department at (800) 836-3711.
- If you are currently a Bank of America online banking customer:
  - You will be receiving additional correspondence on how to access Chemung Canal's web banking system. There is no charge for our web banking or bill pay programs.

# WHO TO CONTACT WITH QUESTIONS...

Obviously acquisitions can generate many customer questions. We recognize this and the timely response to your inquiries is a high priority for our organization. In fact, we hope that you'll quickly recognize that our "high touch" approach to customer service is a quality that sets us apart from other banks or credit unions.

During this transition we encourage you to contact us:

In Person: If you have any questions, please don't hesitate to call or stop by your local branch office.

By email: cctcwelcomesu@chemungcanal.com

By telephone: To our Teleservices department at (800) 836-3711.

#### Why call our Teleservices department?

Our Teleservices department features a group of well trained employees whose main responsibility is to focus on customer questions or requests. In most instances the employee you'll speak with will have the answer to your question. If your question is more detailed in nature, our Teleservices employees will make sure that you are referred to an employee with more expertise in that area to handle your question.

Our Teleservices department is available to take your calls Monday through Friday from 8am to 8pm and on Saturday from 9am to 1pm.

Contact information for the offices included in this transition.

- Auburn: 120 Genesee Street, 315-255-7810
- Auburn: 185 Grant Avenue, 315-253-7155
- Cortland: 1094 Highway 222, 607-753-1707
- Ithaca: 202 The Commons, 607-274-4860
- lthaca: 304 Elmira Road, 607-272-2407
- Seneca Falls: 54 Falls Street, 315-568-5820

#### **IMPORTANT CUSTOMER HIGHLIGHTS**

# ACCESS TO YOUR ACCOUNTS

#### At Branches

Friday, November 22nd will start a busy weekend for the employees of Bank of America and Chemung Canal Trust Company. On Friday, November 22nd all impacted Bank of America offices will close at noon – to allow for the transfer of account information between banks.

These offices will reopen on Monday, November 25th at their normal opening times - 9 a.m.

We are pleased to announce that you will continue to do business with the same friendly and knowledgeable staff of professional bankers that you have come to know and trust.

- Office hours: Office hours will not be changing at these branch locations, after they convert to Chemung Canal Trust Company.
- Many convenient locations: In addition to the six offices being acquired by Chemung Canal, we have 28 other full service banking locations. You can access your accounts at any of these 34 locations. We have also included a map of these locations on the back cover of this booklet.

Please visit **www.chemungcanal.com** and click on "Offices & ATMs" for locations and contact information on each office.

#### **By Check**

Checking and money market accounts: As of the acquisition date, please discontinue using your Bank of America checks, as well as deposit and/or withdrawal slips. We will provide new checks, for all personal checking accounts which will be mailed separately prior to the acquisition. These checks will be provided to you at no cost. Your new checks will be printed with the Chemung Canal logo, our routing & transit number, along with your new account number.

If you currently use your checking or money market account for automatic deductions or recurring payments: (for example, to an insurance carrier or Internet service provider) there will be no immediate interruption in this activity. However, it is essential that you contact these companies and provide them your new, complete nine digit account number. Please provide them our routing and transit number (R&T #): 021301115. This number is different than Bank of America's routing and transit number. By contacting these companies and providing this information you will avoid any possible issues in the future.

Savings accounts: We will provide you with new deposit and withdrawal slips at no cost.



#### **By Debit Card**

New bank card: We will mail a new Chemung Canal Visa® Debit Card to you as a replacement prior to the date of the acquisition.

Your new Visa® Debit Card will have a new card number and expiration date embossed on the front.

If you currently use your card for automatic deductions or recurring payments: (for example, to an insurance carrier or Internet service provider) your card number will be changing so you will need to contact these companies and provide them your new, complete card number.

Four-digit PIN (Personal Identification Number): For security reasons, you will be issued a new four digit personal identification number (PIN). The notification of your new PIN will arrive in a separate mailing, not with your new card. You may change your PIN number at any of our ATM machines, located at any Chemung Canal Trust Company branch office, beginning on November 25th.







**Card features:** Our Visa<sup>®</sup> Debit Card is an ATM card and checkbook all rolled up into one. Use it to get cash at more than 1 million ATMs or as a check at over 15 million locations worldwide, wherever Visa® is accepted.

UChoose Rewards<sup>®</sup> allows you the opportunity to earn points towards great rewards, every time you use your Visa® Debit Card. There is no cost to participate in the UChoose Reward's program.

Card fees: Chemung Canal will not assess a transaction fee when you use your Visa® Debit Card for purchases or to obtain cash at any Chemung Canal ATM machine.

#### **By Telephone**

24-hour automated access: TeleBank is our 24-hour telephone banking system. You can have a direct line to your accounts 24 hours a day, 7 days a week.

If, after November 25th, you would like to set up 24 hour access through TeleBank, please call our Teleservices department at (800) 836-3711, or contact your local branch office.

#### **Online Banking**

Free Web Banking: Our web banking is easy to use and allows you to access your accounts from home, from your office or while you are traveling. You can check your account balances, transfer funds between CCTC accounts, apply for a loan, open a new account, and the list goes on and on.

If you are a current Bank of America online banking customer, you will receive additional correspondence on how to set up and access your accounts on our new web banking system.

- If you access your online banking account through a Quicken product you will be receiving additional information prior to the acquisition date.
- Free Bill Pay: Bill Pay is fast, easy and convenient to use. And it's FREE. If you are currently enrolled as a Bank of America web banking customer you can immediately access our bill payment feature. If you have any questions regarding our bill payment service, please contact your local branch or call our Teleservices department (800) 836-3711 and talk to a customer service representative.
- Mobile Banking: Download our FREE mobile banking APP for iPhone or Android users. We are currently testing an iPAD APP and will let you know when it is available for use. We do not support an APP for Blackberry applications.
- Electronic Statements: If you currently receive eStatements from Bank of America you will continue to receive eStatements from Chemung Canal Trust Company. If, after November 25th, you wish to sign up for eStatements, please stop by any of our branch locations or call our Teleservices department at: 800-836-3711.



Member FDIC

# DO YOU TRAVEL A LOT OR

If the answer is yes, then our Global Checking account may be just the product for you! You can use it anywhere you visit and every time you travel!

You can use your Global Checking debit card for purchases at any store, restaurant, or shop that accepts a VISA card. And, when you need cash-you can use any ATM machine-near or far, or anywhere in the world without paying an ATM fee.

#### Full-time convenience without any cost!

To receive the benefits of our Global Checking account without a monthly \$10 service charge, you are required to receive a direct deposit into the account each month, receive your monthly statement electronically, and use your debit card for eight transactions during your 30-day statement period.

WINTER SOMEPLACE WARM? •

#### **IMPORTANT CUSTOMER HIGHLIGHTS**

# ACCOUNT STATEMENTS

# At the time the acquisition is completed Bank of America will be sending you a:

- Special "transition" statement if the terms of your current account(s) provides for a periodic statement. The statement will identify transactions during the period from your last regular statement date up to the date of the acquisition. If you do not normally receive a statement then no special "transition" statement will be sent.
- If you receive a special transition statement it will include:
  - Details of your account activity for this period.
  - Check images for this period, if you receive check images today.
  - Interest credited to your checking, savings or money market account through the date of the acquisition (if your account earns interest).

#### Post Acquisition Account Statements from Chemung Canal Trust Company

- Initial statement: Your first account statement from the date of the acquisition to your next new statement cycle date.
- Future statements: After the first statement cycle, future deposit account statements will be issued according to the terms and conditions of your new account. The terms and conditions of your account are contained in the enclosed section entitled "Understanding Your Personal Deposit Account."
- Combined statements: We encourage our customers to sign up for combined statements for linked deposit accounts. After the acquisition we would encourage you to contact your local branch office to have your statement mailings combined.
- Electronic statements: We also encourage our customers to sign up to receive electronic statements. After the acquisition, you can activate our free eStatement service by signing up for our free online web banking service. Once enrolled you may "click" on the eStatement enrollment tab within our web banking system. There is no charge to receive our statements electronically.
- Check images returned with statements: If you currently receive this service, it will continue with a \$3 per month fee. Going forward, check images are printed 12 per page.
- Retirement accounts: We will continue to provide you with a statement annually, as of year-end, and in addition we will mail IRS Tax Form 5498 for 2013 contributions made between November 25, 2013 and April 15, 2014 to a Traditional, Roth or SEP IRA.
- Year end reporting: We will provide you with year end interest income for interest paid statements for the period beginning November 23, 2013 through December 3, 2013. If you have an IRA with us we will report contributions or distributions for the same time period.



#### AVAILABILITY OF DEPOSITED FUNDS

Schedule for funds availability: Funds deposited to your account may be available for withdrawal on a different schedule than prior to the acquisition. For more information, see our "Availability of Funds" schedule in this booklet.

#### **OVERDRAFTS**

- Overdraft protection with linked accounts: We will continue to offer customers the ability to establish overdraft protection for checking accounts by linking savings or money market accounts or by opening lines of credit. Collectively, these savings, money market and line of credit accounts are referred to as "overdraft protection accounts." As a result, at conversion:
  - If your Bank of America account was linked to a line of credit or credit card for overdraft protection, this coverage will no longer continue since those accounts are not converting to Chemung Canal. To establish overdraft protection for your Chemung Canal account please stop by your local branch office or contact us at 800-836-3711 on or after November 25th.





- Personal lines of credit for overdraft protection: If you have an Overdraft Line of Credit account or a personal unsecured line of credit your account will be converting to our personal line of credit.
- Courtesy Pay: We recognize that, even under the best of circumstances, mistakes or events happen which could result in an account being overdrawn. That's why courtesy pay was created and that's why it's important for you to enroll in this program.
  - Our courtesy pay program is a non-contractual service which allows the bank's discretionary payment of over drafts for those accounts maintained in good standing. There is no charge to have courtesy pay available with your account; however a \$35 fee is charged each time you utilize the service.
  - To apply for courtesy pay, please visit our website, chemungcanal.com or stop by any of our branch offices.
- For more information about overdrafts of your account, please review the Overdraft Policy found in the Terms and Conditions section of this booklet entitled "Understanding Your Personal Deposit Accounts."

#### Insufficient funds (NSF):

- Checking Accounts: After the acquisition, a fee of \$35 will be charged to your checking account whenever we process a NSF item, whether or not we pay it.
- Money Market Accounts: After the acquisition, a fee of \$35 will be charged to your Money Market account whenever we process a NSF item whether or not we pay it.
- For more information on transactions, please see our fee schedule in this booklet.

#### **INCOMING WIRE TRANSFERS**

If you receive wire transfers: As of November 25th, you will need to begin using CCTC's routing & transit number, 021301115. Please notify any transmitting parties (those wiring funds to your account) of the change in routing & transit number and provide them with your new nine-digit account number.

# Zip.Zero.Zilch.

#### ONE MORE REASON TO CHOOSE GLOBAL CHECKING

- Fee-free access to over one million ATMs
- Internet & mobile banking
- Free Checking Rewards program
- Free bill pay
- Much, much more!

Account holders are required to receive at least one regularly scheduled direct deposit, receive monthly e-statements, and make at least eight VISA check card transactions during each statement cycle. If one of these requirements is not met, a monthly maintenance fee of \$10 will be charged. Wireless carrier charges may apply.

**KEEP MORE IN YOUR WALLET.** 

Member FDIC 🚺



### OTHER IMPORTANT INFORMATION

- Privacy preferences update: Enclosed you will find a copy of our Privacy Policy. We provide you the opportunity to "opt out" of information sharing. If you want to limit our sharing of information with affiliates or outside companies, you will need to notify us of this decision. To do so, please notify us in writing (P.O. Box 1522, Elmira, NY 14902-1522), or call our Teleservices department at (800) 836-3711.
- Account terms and conditions: Detailed account information is included in the section of this booklet entitled "Account terms & conditions and important policies & procedures". Included you will find account terms and conditions, information regarding your rights and responsibilities regarding electronic funds transfers, our privacy notice and our truth in savings disclosures. If you have any questions regarding this information, please contact your local branch office, or contact our Teleservices department at (800) 836-3711.
- Fees: A copy of our Personal Account Fee Schedule, please see our fee schedule in this booklet.
- Interest-bearing accounts: Interest rates on checking, savings and money market accounts are variable, may change daily, are not tied to any index, and are set by the Bank at its discretion. Interest rates on fixed term certificates of deposit are fixed for the entire term of the account, unless otherwise noted in the truth in savings disclosure.

#### Definitions:

- The minimum balance to earn interest for any given day is a collected balance that must be maintained as of the end of any day.
- If the interest rate on your account is tiered it means that different interest rates may apply to different balances.
- Interest withdrawals are permitted, without penalty, at any time during the term of your certificate of deposit.
- Please review the enclosed brochure "Understanding Your Personal Deposit Account" for complete information regarding the terms and conditions of your account and the manner in which we calculate interest.

#### SAFE DEPOSIT BOXES

If you currently rent a safe deposit box at one of our offices, there will be no change in the terms of your agreement for this billing cycle. We will mail an annual invoice for the cost of the rental.





#### Personal Account Conversion Information

We have reviewed the terms and conditions of your current accounts, the interest rates currently being paid and the account related fees that are charged. Upon completion of this review, we have identified the account that, in our opinion, offers the same or better features and benefits. As a result, upon the completion of the acquisition, these accounts will automatically convert to the newly identified account.

If, after you have reviewed the information provided in this mailing, you believe there is a product that we offer that is a better alternative, please contact your local branch office, or call our Teleservices Department at 800-836-3711 and we will discuss this change. You know the specific products and services necessary to help you meet the financial goals you have established. We will be happy to work with you and accommodate any changes to transaction accounts (those without maturity dates) **after** the acquisition has been completed.

#### **Personal Checking & Money Market Accounts**

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees for your account*:	Other important information about your account:
<ul> <li>MyAccess Checking</li> <li>eBanking Checking</li> <li>Bank of America Enhanced</li> <li>Bank of America Essentials</li> <li>Regular Checking</li> <li>Regular Checking - Advantage Relationship</li> <li>Regular Checking - Preferred Relationship</li> <li>CampusEdge Checking</li> </ul>	Free Checking	<ul> <li>No minimum balance requirements</li> <li>No monthly maintenance or per-check fees</li> </ul>	<ul> <li>FREE VISA® Debit Card available to access this account</li> <li>FREE Web Banking</li> <li>FREE Bill Pay</li> <li>FREE eStatements</li> <li>FREE Mobile Banking** available with this account</li> </ul>
<ul> <li>Advantage for Seniors</li> <li>Senior Economy Checking</li> </ul>	49 Forever	<ul> <li>No minimum balance requirements</li> <li>No monthly maintenance or per-check fees</li> </ul>	<ul> <li>FREE standard safety paper checks, or \$15 off any personalized check order</li> <li>No-fee Travelers Checks</li> <li>FREE VISA® Debit Card available to access this account</li> <li>FREE Web Banking</li> <li>FREE Bill Pay</li> <li>FREE eStatements</li> <li>FREE Mobile Banking** available with this account</li> <li>Four FREE "Foreign" ATM transactions per month</li> </ul>

# Personal Checking & Money Market Accounts (continued)

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees for your account*:	Other important information about your account:
<ul> <li>Bank of America Premium</li> <li>Preferred Interest Checking</li> <li>Interest Checking - Advantage Relationship</li> <li>Interest Checking - Preferred Relationship</li> <li>Interest Checking</li> <li>Interest Checking</li> <li>Interest Checking</li> <li>Advantage Relationship</li> <li>Advantage for Seniors</li> <li>Advantage with Tiered Interest Checking</li> <li>Premium Insured Checking</li> </ul>	Personal NOW	<ul> <li>The minimum average daily balance to avoid a \$5.00 monthly fee is \$1,000</li> <li>Interest is earned at a tiered rate if the daily ledger balance is \$1,000 or more</li> <li>Interest rate tiered at the following levels: <ul> <li>Less than \$1,000.00</li> <li>\$1,000.00 - 24,999.99</li> <li>\$25,000.00 - \$99,999.99</li> <li>\$100,000.00 - \$499,999.99</li> <li>\$500,000.00 - \$999,999.99</li> <li>\$1,000,000 and above</li> </ul> </li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>Interest is paid and compounded monthly</li> <li>FREE VISA® Debit Card available to access this account</li> <li>FREE Web Banking</li> <li>FREE Bill Pay</li> <li>FREE eStatements</li> <li>FREE Mobile Banking** available with this account</li> </ul>
<ul> <li>Growth Money Market Savings</li> <li>Growth MMS - RCMM Participant - a la carte</li> <li>Growth MMS - RCMM Participant - Included</li> <li>GWIM Money Market Savings</li> <li>Money Market Savings - Standard</li> <li>Money Market Savings - Preferred</li> <li>Money Market - Advantage Bonus Rate</li> <li>Personal Money Market Savings</li> <li>Select Money Market</li> <li>Balance Rewards Money Market Savings</li> <li>MMS for Platinum Privileges Clients</li> </ul>	Personal IMMA	<ul> <li>No monthly service charges</li> <li>Interest is earned at a tiered rate if the daily ledger balance is \$1,000 or more</li> <li>Interest rate tiered at the following levels: -Less than \$1,000.00 -\$1,000.00 - 24,999.99 -\$25,000.00 - \$99,999.99 -\$100,000.00 - \$999,999.99 -\$500,000.00 - \$999,999.99 -\$1,000,000 and above</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion.</li> <li>Interest is paid and compounded monthly</li> <li>In accordance with Regulation D, check writing is limited to six per month, electronic or telephone transactions are limited six per month, and/or any combination of the two may not exceed a total six in one month.</li> <li>A \$3 per check fee will be assessed for each item written after the sixth item.</li> </ul>

\*Please review "Understanding Your Personal Deposit Account" for a complete summaray of our account terms and conditions and Truth in Savings disclosures. \* \*Your cell phone provider may charge additional fees for web access or text messaging, depending on your plan



#### **Personal Savings Accounts**

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees for your account*:	Other important information about your account:
<ul> <li>Minor Savings</li> <li>Student Savings</li> </ul>	Youth Savings	<ul> <li>No monthly service charges, balance requirements or maintenance charges</li> <li>Account earns interest on all balances \$1.00 and over</li> </ul>	<ul> <li>Account converts to Personal Savings on 22nd birthday</li> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>Interest is paid and compounded quarterly</li> <li>FREE VISA® Debit Card available to access this account</li> <li>FREE Web Banking</li> <li>FREE eStatements</li> <li>FREE Mobile Banking** available with this account</li> <li>Electronic or telephone transactions limited to 6 per month, in accordance with Regulation D</li> </ul>
<ul> <li>Regular Savings Standard</li> <li>Regular Savings - Free Advantage</li> <li>Regular Savings - Free Preferred</li> <li>Regular Savings - RCMM Participant</li> <li>Custom Savings - Free Advantage</li> <li>Custom Savings - Free Preferred</li> </ul>	Personal Savings	<ul> <li>The minimum daily ledger balance to avoid a \$3.00 maintenance fee each month is \$250</li> <li>Account earns interest on all balances \$250 and over</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>Interest is paid and compounded quarterly</li> <li>FREE VISA® Debit Card available to access this account</li> <li>FREE Web Banking</li> <li>FREE eStatements</li> <li>FREE Mobile Banking** available with this account</li> <li>Electronic or telephone transactions limited to 6 per month, in accordance with Regulation D</li> </ul>

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#### CONSIDER OUR NEW STUDENT BANKING PROGRAM!

**Global 1.0:** For teens ages 13 to 17; helps them to learn and develop good lifelong money management skills.

**Global 2.0:** For our customers, ages 18 to 25; fits your active lifestyle. Have the freedom to bank whenever and wherever you want!

Youth Savings: For students (ages 21 and under) to learn the benefits of saving early and ultimately make better financial decisions as they grow.

Member FDIC 白

A checking account she can grow into.

Chemung Canal Trust Company Building relationships since 1833



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#### **IMPORTANT CUSTOMER HIGHLIGHTS**



## CERTIFICATE OF DEPOSIT AND RETIREMENT ACCOUNT FEATURES

#### **ACCOUNT FEATURES**

(At next maturity, on or after the acquisition date)

- Account numbers. All certificates of deposits and retirement accounts will be assigned a new account number. This information will be provided, in writing, immediately following the acquisition.
- Compounding and crediting of interest. Interest will accrue daily on a 365/365 day basis. Interest is compounded quarterly and paid to your account quarterly and/or at maturity. Information regarding when interest will be paid on your account can be found in the Truth in Savings chapter of "Understanding Your Personal (or Business) Deposit Account", included in this booklet.
- Grace period. When your CD renews, there is a grace period of 10 calendar days during which you may make changes to the term of your renewing account. Additional deposits may be made to your Certificate of Deposit on the maturity date or during the grace period. You may withdraw all or part of the funds in your account without penalty during the grace period; however, any funds withdrawn from your account during the grace period will not earn any interest during the grace period.
- Early withdrawal. The withdrawal of funds in a CD account before its maturity date is subject to approval. If you request to withdraw funds from a CD prior to the account's maturity date and we permit the withdrawal, a penalty may be imposed for such early withdrawal. The penalty for early withdrawal is equal to simple interest on the amount withdrawn, based on the term of the account from which the withdrawal is made, as follows:

Term of Account	Penalty
Less than 32 days	Loss of all interest earned, but not less than one half of the interest that would have been earned at maturity. The minimum penalty is \$35.
32 days to one year	Loss of one month's simple interest on the amount withdrawn. The minimum penalty is \$35.
More than one year	Loss of three month's simple interest on the amount withdrawn. The minimum penalty is \$35.

For more information, please refer to the enclosed "Understanding Your Personal (or Business) Deposit Account."



#### OTHER INFORMATION ABOUT RETIREMENT ACCOUNTS

- If you have authorized scheduled distributions from your retirement accounts (i.e., your account balance is being paid in regular installments), you will receive your distribution payment with the same frequency and in the same manner as before. Scheduled distributions from your retirement plan will be mailed to your primary address. A secondary address or alternate address cannot be accommodated.
- Scheduled distributions from your retirement plan will be made first from whichever of your deposit accounts in the plan pays the lowest interest rate until all funds in that account have been distributed. Distributions made in a manner other than described in the preceding sentence will be accommodated at the discretion of the Bank.
- If you are over age 70½ and have not established an automatic scheduled distribution from your traditional IRA or SEP IRA, WE WILL NOT MAKE ANY DISTRIBUTIONS TO YOU UNLESS WE RECEIVE YOUR WRITTEN AUTHORIZATION IDENTIFYING YOUR DISTRIBUTION ELECTION.
- If you transfer a retirement account from our Bank to another Trustee you will be assessed a retirement account transfer fee of \$35.
- Upon renewal of your retirement account CD, unscheduled distributions from a non-contributory retirement account may incur an early withdrawal penalty. This will also apply to customers who are age 59½ or older. This early withdrawal penalty will not apply to scheduled distribution payments.
- If you have a traditional IRA, Roth IRA or SEP IRA, after the acquisition we will forward to your attention information to review, acknowledge, and update if necessary, regarding your beneficiary designation.



# **Certificates Of Deposit**

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees for your account*:	Other important information about your account:
18 Month CD Opt-Up	18 Month Fixed CD	<ul> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will renew as a fixed-rate CD for the same, or nearest, term at an interest rate being offered by CCTC at that time</li> <li>The opt-up feature will not be available after the first-scheduled maturity date</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>
<ul> <li>Featured CD</li> <li>Long Term CD</li> <li>Risk Free</li> <li>Short Term</li> <li>Transitional/ Obsolete CD</li> </ul>	Certificate of Deposit	<ul> <li>\$2,500 minimum balance for accounts with a maturity of less than three months</li> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will renew as a fixed-rate CD for the same, or nearest, term at an interest rate being offered by CCTC at that time</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>

\*Please review "Understanding Your Personal Deposit Account" for a complete summary of our account terms and conditions and Truth in Savings disclosures.

## **Retirement Accounts**

Current Bank of	CCTC account	Balance requirements and	Other important information about your account:
America account	name, after the	monthly service fees for your	
name:	acquisition:	account*:	
<ul> <li>Fixed Term</li> <li>Featured CD/IRA</li> </ul>	IRA Certificate of Deposit	<ul> <li>\$2,500 minimum balance for accounts with a maturity of less than three months</li> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will renew as a fixed-rate CD for the same, or nearest, term at an interest rate being offered by CCTC at that time</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>

# **Retirement Accounts**

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees for your account*:	Other important information about your account:
Money Market	IRA Money Market	<ul> <li>No monthly service charges</li> <li>Interest is earned at a tiered rate if the daily ledger balance is \$1,000 or more</li> <li>Interest rate tiered at the following levels:         <ul> <li>Less than \$1,000.00</li> <li>\$1,000.00 - 24,999.99</li> <li>\$25,000.00 - \$99,999.99</li> <li>\$100,000.00 - \$499,999.99</li> <li>\$500,000.00 - \$999,999.99</li> <li>\$1,000,000 and above</li> </ul> </li> </ul>	<ul> <li>Additional deposits allowed</li> <li>Open-end IRA</li> <li>All regular IRA rules apply to the account</li> <li>Checks will not be issued - transactions will be done via teller or phone</li> <li>Quarterly statements on account activity</li> </ul>
18 Month IRA Opt-Up	18 Month IRA	<ul> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will renew as a fixed-rate CD for the same, or nearest, term at an interest rate being offered by CCTC at that time</li> <li>The opt-up feature will not be available after the first-scheduled maturity date</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>
Risk Free	12 Month IRA	<ul> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will renew as a fixed-rate CD for the same, or nearest, term at an interest rate being offered by CCTC at that time</li> <li>The penalty-free withdrawal feature will not be available after the first scheduled maturity date</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>
Variable Rate	18 Month Variable IRA	<ul> <li>\$1,000 minimum balance for accounts with three months or greater in maturity</li> <li>After completion of the acquisition, your early withdrawal penalty will be changing. Please see the CD and retirement account section of this booklet for details.</li> </ul>	<ul> <li>Your account will convert as a variable rate CD</li> <li>Interest accrues daily, is compounded quarterly and is paid to your account quarterly and/or at maturity</li> <li>You will have a 10 calendar day grace period, from your maturity date, to withdraw funds without penalty. If you withdraw funds during the grace period, no interest is earned on the amount withdrawn</li> </ul>

\*Please review "Understanding Your Personal Deposit Account" for a complete summary of our account terms and conditions and Truth in Savings disclosures.



#### **Our Wealth Management Group**

Helping you plan a secure future for you and your family is a top priority for the employees of our Wealth Management Group. In operation since 1903, we are one of the region's largest community bank wealth management departments, specializing in:

- Investment Services
- Trust & Estate Administration
- Retirement Planning for individuals and company plans
- Private Banking
  - Financial Planning

Trust & Estate Planning

Tax & Other Services

With nearly \$1.8 billion of assets under management or administration, our Wealth Management professionals have the education and experience necessary to cultivate relationships spanning several generations.

If you are interested in discussing Wealth Management services, please contact our wealth management group, 800-836-3711.

Not FDIC Insured Not Bank Guaranteed May Lose Value Not Guaranteed by any Government Agency Not a Bank Deposit

#### WEALTH MANAGEMENT GROUP





#### Work With a Financial Planner Who Can Steer You in the Right Direction.

When it comes to your financial security, you need to chart a slow and steady course.

At Chemung Canal Trust Company, our Financial Planning Advisors have the technical skills, the industry knowledge, and the proven experience to provide long term financial stability for our clients. We will work closely with you to help you identify, manage and meet your goals and objectives so that you and your family may enjoy a secure financial future.

We'll work with you one-on-one. Because we know that with more financial success come additional obligations and time constraints. That's why we offer our clients the friendly, personal service of a community bank. .

We offer an array of investment and cash management vehicles, along with residential mortgages, specialty lending, and diverse business and financing solutions to help our premier clients achieve their goals.



Wealth management services are not FDIC insured. May lose value. Not guaranteed by any government agency. Not a bank deposit.

chemungcanal.com

# **IT'S OUR BUSINESS TO HELP YOUR BUSINESS!**

At Chemung Canal, we provide comprehensive, innovative financial products and services for your business or not-for-profit and we do it with a commitment to a superior degree of personalized service. We make loan decisions quickly. We'll return your telephone calls promptly. We'll meet with you at your convenience, including evenings and weekends.

We understand your business is competitive, and it's our goal to give you a competitive edge by providing a responsive banking relationship.

This mailing is intended to describe how your existing business or not-for-profit accounts will convert following the acquisition. We will be able to offer an expanded menu of banking products to meet your organization's needs. If you would like to discuss how your accounts will convert, or how to more successfully manage your banking relationship, please contact your local branch manager, or our Teleservices department (800) 836-3711.



#### **CFS Group, Inc.**

CFS Group, Inc., a subsidiary of Chemung Financial Corporation, is dedicated to providing all the products and services you need to invest your money effectively. Through a partnership with LPL Financial, CFS Group, Inc. clients, as well as the general public, have access to a full range of brokerage services, including:

Mutual Funds

Retirement Plans

Bonds

- Annuities
- Stocks
  Investment Strategies
  - Life Insurance
    - Long Term Care Insurance
- Discount/Online Brokerage
- Income Tax Preparation

For more information you can contact one of our CFS representatives at (800) 836-3711.

Securities are offered by, and investment consultants are registered with, LPL Financial, member FINRA/SIPC. LPL Financial is independent of any financial institution.

Not FDIC Insured Not Bank Guaranteed May Lose Value Not Guaranteed by any Government Agency Not a Bank Deposit



#### **Specific Account Conversion Information**

We have reviewed the terms and conditions of your current accounts, the interest rates currently being paid and the account-related fees that are charged. Upon completion of this review, we have identified the account that, in our opinion, offers the same or better features and benefits. As a result, upon completion of the acquisition, these accounts will automatically convert to the newly identified account.

If, after you have reviewed the information provided in this mailing, you believe there is a product that we offer that is a better alternative, please contact your local branch office and we will discuss this change. You know the specific products and services necessary to help you meet the financial goals you have established. We will be happy to work with you and accommodate any changes to transaction accounts (those without maturity dates) **after** the acquisition has been completed.

#### **Commercial & Not-For-Profit Accounts**

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees* for your account:	Other important information about your account:
<ul> <li>Business Advantage Checking</li> <li>Business Economy Checking</li> <li>Business Fundamentals Checking</li> </ul>	Simple Business Checking	<ul> <li>If your average available balance is less than \$1,000, the account is subject to a monthly maintenance fee</li> <li>If the account is enrolled in eStatements, the monthly fee is \$8.00</li> <li>If the account is not enrolled in eStatements, the monthly fee is \$12.00</li> </ul>	<ul> <li>No currency-deposit fees</li> <li>300 FREE transaction</li> <li>\$0.35 fee per transaction in excess of the 300</li> <li>Business Banker &amp; eStatements available</li> <li>Remote Deposit Capture available</li> <li>Electronic transfer capabilities between CCTC &amp; non-CCTC accounts</li> </ul>
Full Analysis Business Checking	Analyzed Business Checking	<ul> <li>A maintenance fee of \$15.00 will be assessed monthly</li> <li>A variable-rate earning allowance is used to offset service charges</li> <li>Activity fees: \$0.13 for each check paid; \$0.11 for each check deposit; currency deposited fee of \$0.50 per \$1,000</li> </ul>	<ul> <li>Ideal for those who have a high volume of monthly activity and look to maximize the return on available funds in their account</li> <li>Business Banker &amp; eStatements available</li> <li>Remote Deposit Capture available</li> <li>Electronic transfer capabilities between CCTC &amp; non-CCTC accounts</li> </ul>
Business Interest Checking	Business NOW	<ul> <li>A maintenance fee of \$5 will be assessed each month the average available balance is less than \$1,000</li> <li>If the average available balance is less than \$5,000, 10 checks free then \$0.20 per check fee</li> <li>Interest is earned when the daily ledger balance is \$1,000 or above</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>Business Banker &amp; eStatements available</li> <li>Remote Deposit Capture available</li> <li>Electronic transfer capabilities between CCTC &amp; non-CCTC accounts</li> </ul>
Business Interest Checking – Public Funds	Public Funds NOW	<ul> <li>Interest-earning account</li> <li>No monthly maintenance fees, no per-check charges and no minimum balance requirements</li> <li>Interest is earned when the daily ledger balance is \$1,000 or above</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>Business Banker &amp; eStatements available</li> <li>Remote Deposit Capture available</li> <li>Electronic transfer capabilities between CCTC &amp; non-CCTC accounts</li> </ul>



## Commercial & Not-For-Profit Accounts (continued)

Current Bank of America account name:	CCTC account name, after the acquisition:	Balance requirements and monthly service fees* for your account:	Other important information about your account:
<ul> <li>Business Interest Maximizer Savings</li> <li>Select Business Interest Maximizer</li> <li>Commercial Business Interest Maximizer</li> <li>Commercial Select Business Interest Maximizer</li> <li>Platinum Business Interest Maximizer</li> <li>Business Investment Account</li> </ul>	Business IMMA	<ul> <li>Interest-earning account</li> <li>No monthly maintenance fees and no minimum balance requirements</li> <li>Interest is earned when the daily ledger balance is \$1,000 or above</li> <li>Interest rate tiered at the following levels: -Less than \$1,000.00 -\$1,000.00 - 24,999.99 -\$25,000.00 - \$99,999.99 -\$100,000.00 - \$499,999.99 -\$500,000.00 - \$999,999.99 -\$1,000,000 and above</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion</li> <li>In accordance with Regulation D, check writing is limited to six per month, electronic or telephone transactions are limited six per month, and/or any combination of the two may not exceed a total six in one month.</li> <li>A \$3 per check fee will be assessed for each written after the sixth item.</li> </ul>
Public Service Trust Account	IOLA	<ul> <li>Interest rate tiered at the following levels:</li> <li>-Less than \$1,000.00</li> <li>-\$1,000.00 - 24,999.99</li> <li>-\$25,000.00 - \$99,999.99</li> <li>-\$100,000.00 - \$499,999.99</li> <li>-\$500,000.00 - \$999,999.99</li> <li>-\$1,000,000 and above</li> </ul>	The interest rate on this account is adjustable and subject to change at the banks discretion.
Analyzed Business Interest Checking	Analyzed Business Interest Checking	<ul> <li>A maintenance fee of \$15 will be assessed monthly</li> <li>Activities Fees: \$0.20 for each check paid; \$0.15 for each check deposited; currency deposit fee of \$0.50 per \$1,000.00</li> <li>Interest rate tiered at the following levels: -Less than \$1,000.00</li> <li>\$1,000.00 - 24,999.99</li> <li>\$25,000.00 - \$99,999.99</li> <li>\$100,000.00 - \$499,999.99</li> <li>\$500,000.00 - \$999,999.99</li> <li>\$1,000,000 and above</li> </ul>	<ul> <li>The interest rate on this account is adjustable and subject to change at the bank's discretion.</li> <li>Business banker &amp; eStatements available.</li> <li>Remote deposit capture available</li> <li>Electronic transfer capabilities between CCTC and non-CCTC accounts.</li> </ul>



#### **IMPORTANT INFORMATION**

**Fees:** A copy of our Business & Not-For-Profit Fee Schedules are shown in the Terms and Conditions section of this booklet.

Interest-bearing accounts: Interest rates on checking, savings and money market accounts are variable, may change daily, are not tied to any index and are set by the Bank at its discretion. Interest rates on fixed term certificates of deposit are fixed for the entire term of the account, unless otherwise noted in the Truth in Savings disclosure.

#### NIGHT DEPOSIT BOX

During the weekend of the acquisition, you will not be able to use the night deposit box to make deposits while the branch is closed. New keys will be required following the acquisition. To obtain new night deposit keys, please speak with a Chemung Canal Trust Company branch representative on or after Monday, November 25, 2013.

#### SAFE DEPOSIT BOXES

If you rent a safe deposit box at one of the branch offices, there will be no change in the terms of your agreement for this billing cycle. We will continue to mail an annual invoice for the cost of the rental.



# C

#### **Additional Services for Business Customers**

If you are currently utilizing Bank of America's Online Cash Management Service, after the acquisition these account services will be handled by our **Business Services Group.** 

All business account holders that utilize on-line banking products and services will receive a separate mailing, on or about October 9, 2013, detailing the specific features and benefits of these commercial banking services. This mailing will also provide information and agreements necessary to be completed and returned to us prior to November 22nd – to avoid any possible interruption in service.

Starting on the Monday after the acquisition, you can log on to Business Banker at www.chemungcanal.com.

If, in the meantime, you have any questions regarding your commercial banking account please contact our business services group by calling: 800-836-3711 ext. 2067 or by email at: email: CCTCBusinessServicesWelcomeU@ chemungcanal.com.

Current Service:	Service After the Acquisition
Business Web Banking	<ul> <li>Business Banker is our web based business product. Through Business Banker, you will have access to your account information 24 hours a day, seven days a week. You will be able to:</li> <li>Retrieve up-to-the-minute account information including check images and electronic statements</li> <li>Transfer funds between your accounts here or at other financial institutions</li> <li>Place stop payments, at a reduced fee</li> <li>Upload ACH formatted files for processing</li> <li>Customize access for each authorized user</li> </ul>
	Once your on-line services agreement has been completed and referred, all authorized users will be provided with their Access ID, Temporary Password, and Security Token prior to the conversion date. Detailed instructions on signing in to Business Banker and activating your Security Token will also be provided.

# Business Banker: Working with you to minimize security threats!



For commercial banking account holders utilizing our web banking services ... CCTC's Business Banker ... you will notice some differences in how we handle the security of your accounts when using our internet services.

Once you have signed the Terms & Conditions agreement for Business Banker (these were mailed to you on October 9th) you will receive a security token (see *photo*) for each of the employees who you have authorized to access your account.

The security token will allow you to expand or limit the activity that individual employees can perform when accessing your accounts online. It will also provide our bank with an ongoing security log, identifying when activity has occurred and which token was used in authorizing the activity.

We have received many favorable comments from business owners regarding these extra security precautions, all of which are an effort to reduce potential fraud for our business clients.

We are eager and able to help you and your staff as you orient youselves to this new procedure. We are more than willing to come to your office for training, or work with you and your Branch Manager to help ease the transition.

For more information on Business Banker or any of our commercial banking services, please email us directly at CCTCBusinessServicesWelcomesU@chemungcanal.com, or contact us at (800) 837-3611, ext. 2067.



#### Additional Services for Business Customers (continued)

Current Service:	Service After the Acquisition
Outgoing ACH Services (direct deposit, direct debit, etc.)	<ul> <li>Premier ACH, accessed through Business Banker, enables you to create and transmit ACH files to us for processing of funds quickly and easily with any bank in the nation.</li> <li>Direct Deposit (payroll)</li> <li>Direct Debit (dues, membership fees)</li> <li>Child Support</li> <li>Vendor Payments</li> </ul>
	If you have your own software for creating ACH formatted files, you can continue to use this software. You will simply upload your file to us through Business Banker for processing.
	You will be notified by telephone call or fax of any ACH Returns or Notification of Changes.
	Security procedures for <b>ACH Origination</b> will change and information regarding these changes will be provided in the October 9th mailing.
Incoming ACH Transactions (pre- authorized debits or credits)	Incoming ACH transactions will continue to process without interruption. Upon receipt of your new account number(s), please provide this information along with our routing & transit number (021301115) to all companies that send ACH transactions to your account(s) as soon as possible. We will assist you as much as possible, however many companies and organizations will only change this information with your written authorization.
	Please be advised that beginning 60 days after this conversion Bank of America will no longer forward electronic transactions, using their routing & transit number and your old account number to Chemung Canal. Therefore it is imperative that you provide this new information to all companies that you receive electronic deposits or debits immediately upon completion of the conversion.
Remote Deposit Capture	<ul> <li>Remote Deposit Capture will allow you to process your check deposits right from your office to us for processing.</li> <li>Check deposits can be made 24 hours a day, 7 days a week</li> <li>Same day processing until 7:00 pm each business day</li> <li>Archives details of your deposits and images of your deposited checks</li> </ul>
	We will provide new scanners and training prior to November 22, 2013 All authorized users will be provided with their Access ID, Temporary Password, and Security Token prior to the conversion date. Detailed instructions on signing into Remote Deposit and activating your Security Token will also be provided.
	To learn more about our remote deposit capture product, please visit the Education Center tab on our website: <b>www.chemungcanal.com.</b>
Bill Payment	<ul> <li>Bill Payment will allow you to pay your vendor payments online right from your computer.</li> <li>Easy to use calendar shows you the earliest date your payment can be received by your vendor</li> <li>Payments can be scheduled as on demand, recurring or future dated</li> </ul>
Account Analysis	Account Analysis provides you with a detailed breakdown of your monthly account activity fees and service charges.

# C

#### Additional Services for Business Customers (continued)

Current Service:	Service After the Acquisition			
Account Reconciliation	<b>Account Reconciliation</b> can save you time and aids in balancing your accounts each month. Checks issued on your accounts are tracked with one of the following options:			
	Partial Reconciliation provides you with an electronic file detailing all checks that have been paid against your account each month			
	With Full Reconciliation your business submits an electronic file of checks you have issued each month. We will provide you with an electronic file each month of all checks that have paid against your account and all checks that are still outstanding			
Positive Pay	<b>Positive Pay</b> will help you protect your business against fraud and unauthorized check activity on your checking account.			
	Monitors your accounts for check fraud and unauthorized check activity			
	Allows you to choose whether to pay or return suspicious checks			
ACH Debit Review	Utilizing pre-determined criteria, <b>ACH Debit Review</b> will inspect all ACH debit activity before it posts to your account.			
	Examines ACH debit activity per your specifications before it posts to your account			
	Allows you to choose whether to pay or return suspicious ACH debits			
Lock Box Service	Using our <b>Lock Box</b> Service, your account receivable payments can be processed safely and efficiently.			
	Payments are sent directly to us for processing			
	A detailed remittance report of your deposit activity is provided			
VISA® Business Cards	With our VISA <sup>®</sup> Business Card you can:			
	Receive detailed spending reports			
	Set individual dollar limits for each cardholder			
	Set up the convenience of automatic payment from a Chemung Canal business checking account			
	Have the flexibility to pay monthly bills in full or revolve them			
	Have control over how, when and where money is spent			
	Low variable interest rate			
	Credit line/card from \$1,000 to \$50,000			

## **IMPORTANT BUSINESS CUSTOMER INFORMATION**

# SMALL BUSINESS & COMMERCIAL LOANS AND LINES OF CREDIT

- All small business and commercial loans being converted as part of this acquisition will continue to be serviced under their current terms and conditions.
- All lines of credit will continue to be serviced under their current terms and conditions.
- If your account currently features check writing privileges then new checks will be provided to you at the time of this conversion.
- Interest rate agreement. The existing interest rate agreement and terms will continue to apply on your converted loans. If your interest rate is fixed it will remain fixed for the term of your loan. If your interest rate is adjustable, your rate will not change until the next scheduled change date. The rate will be changed in accordance to the terms and conditions of the loan account you opened.
- New account number. Your loan account will be assigned a new account number. We will notify you of this number on your first billing statement after the acquisition.
- Information about payments.
  - Loan payments. Depending on the type of small business or commercial loan, you will receive a monthly billing statement for your use in making your future payments.
  - New payment mailing address. You may make your payments at any of our branch offices, or you may mail your payment to:

Banking Operations Division Attn: Loan Payment Dept. PO Box 1522 Elmira, NY 14902-1522



Additionally, starting immediately after conversion, payments may be made by transfers through Web Banking, by telephone, through automatic deduction from a checking or savings account or by mail.

**Important Note:** Payments will be deducted automatically only when there are sufficient funds in the funding deposit account at the time the payment is due.







The following pages within this book identify important accountholder policies and procedures in place today, and going forward.

**Chemung Canal Trust Company** and/or **Chemung Canal Trust Company DBA Capital Bank**, *A division of Chemung Canal Trust Company* 

All accountholders are encouraged to review this important information and keep it along with your other important account documents.

If you have any questions regarding this information, you are encouraged to contact your local branch office or call our Teleservices department at (800) 836-3711.



# AVAILABILITY OF FUNDS POLICY

Federal Reserve Bank Regulations require that all banks provide their depositors with written notice describing the availability of deposited funds. It is the policy of Chemung Canal Trust Company to make funds available for withdrawal as soon as we receive credit from the Federal Reserve Bank.

The availability of funds is best explained by use of the routing numbers of the items being deposited. We have included an example of how to locate these routing numbers on the checks being deposited. If you choose not to keep track of the availability of funds deposited, or if you lose track of available funds, one of our employees can determine your available balance for you.

#### AVAILABLE ON THE FIRST BUSINESS DAY AFTER THE DAY OF DEPOSIT

Cash, AND checks drawn on Chemung Canal Trust Company.

\*\*U.S. Treasury Checks 0000-0050 and 0000-0051

\*\*Savings Bonds 0000-9000

\*\*Postal Money Orders 0000-0020, 0000-0119 and 0000-0800

\*\* Checks drawn on the Federal Reserve Bank and the Federal Home Loan Bank

\*\*Travelers Checks 8000-0001, 8000-0002, 8000-0003, 8000-0005, 8000-0006, 8000-0008, 8000-0010, 8000-0011, 8000-0013, 8000-0014

\*\*Electronic Funds Transfers that are received for credit to your account.

\*\*All New York State, local government checks, Certified Checks or Official Checks drawn on any bank in the United States provided that these checks are listed on a separate deposit slip and that the customer clearly marks the front of the deposit slip "Official Check."

\*\*If these items are deposited to the account of the payee.

Checks which have routing numbers that begin with these 4 digits:

0110	0210	0310	0522	2115	2215	2360
0111	0211	0311	0540	2116	2216	2510
0112	0212	0312	0550	2117	2219	2514
0113	0213	0313	0560	2118	2260	2520
0114	0214	0319	0570	2119	2280	2521
0115	0215	0360	2110	2210	2310	2522
0116	0216	0510	2111	2211	2311	2540
0117	0219	0514	2112	2212	2312	2550
0118	0260	0520	2113	2213	2313	2560
0119	0280	0521	2114	2214	2319	2570

#### AVAILABLE ON THE SECOND BUSINESS DAY AFTER THE DAY OF DEPOSIT

All other checks not specifically identified as being available on the First Business Day after the day of deposit.

If your deposit contains both First Business Day and Second Business Day checks, we will make available \$100 or the total of these checks, whichever is less on the First Business Day. If the total of your First Business Day checks is greater than \$100, the total of these First Business Day checks will be available on the first business day.





If you are not sure when a particular deposit will be available for withdrawal, simply ask the teller when you make the deposit.

EXAMPLE OF HOW TO DETERMINE THE ROUTING NUMBER OF THE CHECKS BEING DEPOSITED:

	20
Pay To The	
Order Of	\$
	DOLLARS
BANK NAME	
AND LOCATION	
and the second second	and free
PERSONAL CHECK ROUTING	NUMBER
and see the second s	
and see the second s	
and see the second s	
BANK NAME	
BANK NAME	
BANK NAME	678-9*

#### **Exceptions:**

The funds availability schedule listed here may not apply under the following circumstances, and will be applied on a case-by-case basis.

- 1. For a new account of a depositor who has not had any open accounts at Chemung Canal Trust Company for the last 30 days, the rules of availability may not apply.
- 2. If the aggregate amount of checks deposited by a client on any business day is greater than \$5,000, the rules of availability may not apply to the amount in excess of \$5,000.
- 3. If you are depositing a check that has previously been dishonored for insufficient funds, uncollected funds, stop payment or account closed, the rules of availability may not apply.
- 4. If a client's account has been overdrawn repeatedly within the last six months or would have had a negative balance if checks were allowed to pay against the account, the rules of availability may not apply.
- 5. If we have reasonable cause to believe that a deposited check is uncollectible from the paying bank, the rules of availability may not apply.
- 6. If an emergency condition should arise, the bank may not be able to meet the general availability schedules. This emergency could involve an interruption of communications, computer or other equipment failures, a suspension of payments by another bank, a natural disaster or some other emergency condition beyond our control. If such an emergency condition should occur, we will act as quickly as possible to try to return to our normal availability policy.
- 7. If we believe a check you deposited will not be paid for the following reasons: a.) We are unable to verify an endorsement; b.) There are erasures or other apparent alterations on the check; c.) The check is postdated or stale dated; d.) The check has an invalid routing and/or account number; e.) Information from the paying bank indicates that the check may not be paid; f.) We have confidential information that indicates that the check may not be paid; f.) We have consistent with other information on the check; the rules of availability may not apply.

If an exception is invoked for one of these reasons, Chemung Canal Trust Company will mail written notification to the client no later than the first business day following the banking day the deposit was made. This notification may also be given at the time of deposit in some cases, and these notifications will include the account number, date and amount of the deposit, the amount of the deposit being delayed, and the day that the funds will be available for withdrawal.

If one of these exceptions is invoked, we reserve the right to withhold availability of funds for up to 7 business days for checks drawn on other banks. Cash and checks drawn on Chemung Canal Trust Company, U.S. Treasury Checks, Official Checks, Certified Checks, Checks for New York State and local government checks, Travelers Checks, Postal Money Orders, Electronic Funds Transfers, and checks drawn on the Federal Reserve Bank and the Federal Home Loan Bank will still be available for withdrawal on the first business day after day of deposit.



If you deposit checks and withdraw funds as they become available, there is still a possibility that the checks you deposited may be returned to Chemung Canal Trust Company for insufficient funds or some other reason. If this situation does occur, you are still responsible for these returned checks and we will require that you deposit funds to cover the returned checks.

#### DEFINITIONS

**Banking Day** – A part of any business day on which an office of the bank is open to the public. A deposit made on a Saturday is considered to have been made on Monday, therefore the first business day after a Saturday deposit would be Tuesday.

Business Day - Monday through Friday, excluding holidays.

**Local government unit** – Any city, town, country, village, or other general purpose political subdivision of New York State. This does not include school districts, water districts, etc.

When a deposit is received – if a deposit is made in person to an employee of the bank, the deposit is considered received on that business day.

If a deposit is made at a night depository, the deposit is considered received on the business day that the deposit is removed from the depository.

If a deposit is made at an ATM, it is considered received on the posting date listed on the receipt given at the time of the deposit.

If you have any questions about Chemung Canal Trust Company's policy dealing with availability of funds, please contact the Operations Department at (607) 737-3818 or any of our Branch Managers.

## **Understanding Your Personal Deposit Account**

#### Your Deposit Account Terms and Conditions Agreement

Please be advised, when the word "Bank" is referenced in these documents, it is intended to represent Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, a Division of Chemung Canal Trust Company.

These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent. Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

#### *The purpose of this form is to:*

• summarize the rules applicable to the more common transactions;

• establish rules to govern transactions or circumstances which the law does not regulate; and

• establish rules for certain events or transactions which the law already regulates but permits variation by agreement. We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

#### **Important FDIC Information**

Accounts opened with Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, A Division of Chemung Canal Trust Company are opened with the same institution and are <u>NOT</u> separately insured by FDIC. **LIABILITY** – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS – Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal. We do not accept "2 Signatures Required" designations on deposit accounts. The responsibility to monitor this function should be maintained within the company's (or individual's) own audit procedures. Limited exceptions may be granted by an officer of the bank.

ACH AND WIRE TRANSFERS – This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. Receivers of ACH transactions should be aware that the Bank may need to temporarily suspend processing of a transaction for greater scrutiny or verification against the SDN list, which may affect settlement and/or availability of funds.

CUSTOMER IDENTIFICATION REQUIREMENT – The USA Patriot Act of 2001 requires financial institutions to take extra steps to prevent fraud, identity theft and the spread of terrorism. It requires us to obtain more information from an individual or legal entity to help establish identity. Your cooperation and understanding is appreciated as we take the appropriate measures to ensure compliance with this important regulation.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION – You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the signature card. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account – is owned by one person. Joint Account – With Survivorship (And Not as Tenants In Common) – is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require the written authorization of any or all joint owners for any further payments or deliveries. Revocable Trust Account – If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

**CORPORATE, PARTNERSHIP, AND OTHER ORGANIZATIONAL ACCOUNTS** – We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

STOP PAYMENTS – A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item. If such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. You or anyone else authorized to sign a check written on your account may cancel any order not to pay a check written on your account even if the order was initiated by someone else. AMENDMENTS AND TERMINATION – We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS – You must examine your statement of account with "reasonable care and promptness." If you discover any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties you will bear the entire loss. Your loss could include items on the statement, or other items with unauthorized signatures or alterations by the same wrongdoer which we pay after the time for "reasonable care and promptness" expires and before we receive notice from you. You agree that the time that you have to examine the statement and report to us depends on the circumstances, but that such time will not, in any circumstance, exceed 14 days from when the statement is first made available to you. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors within 60 days of when we first make the statement available to you; you cannot assert a claim against us on any item in the statement. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

DIRECT DEPOSITS – If in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT – If this option is checked on the account records, this is a temporary account agreement. Each person who signs this signature card (except as indicated to the contrary on the account records) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF – You each agree that we may (when permitted by law) setoff the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we setoff, including any balance the due date for which we properly accelerate under the note.

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

#### our right of setoff.

FACSIMILE SIGNATURES – If you use a facsimile signature, you have sole responsibility for maintaining the security of the machine or device by which it is affixed, and you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as it resembles or purports to be the signature of a person authorized to withdraw funds. Such signature shall not be considered a forgery or an unauthorized signature and will be effective as your signature or endorsement whether or not it was actually authorized by you and whether or not you have been negligent.

#### 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 money 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 also are 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 (*amount, not lower than \$2,500*) of your refund (plus interest if your account earns interest) within (*number of days, not more than 10*) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (*number of days, not more than 45*) calendar days after we received 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 (800)836-3711. You must contact us within (*number of days, not less than 40*) 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 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 (and/or) the following information to help us identify the substitute check: (identifying

*information, for example the check number, the name of the person to whom you wrote the check, the amount of the check)* **OVERDRAFT POLICY** – It is the policy of the Bank to comply with applicable laws and regulations, and to conduct business in a SAFE and SOUND manner.

Insufficient balances may result from:

· Check payments, electronic funds transfer, or other withdrawal requests;

• Payments authorized by accountholder;

- Unpaid return of items deposited by the accountholder;
- Imposition of financial institution service charges;
- Deposit of items which according to the Bank's Funds Availability Policy, are treated as not yet "available" or finally paid.

All transactions that post to your account and result in an overdraft are subject to a Non-Sufficient Funds Fee. The Bank pays items posted to your account in the order of:

- · Bank-generated payments (i.e. authorized loan-payment transfers within the Bank)
- ATM transactions at a foreign terminal
- Point of Sale purchases
- · Authorized electronic payments to other entities
- CCTC/Capital Bank ATM withdrawals
- Checks paid by lowest check number to highest check number

We are not obligated to pay any item presented for payment if the account does not contain sufficient collected funds. However, if the accountholder maintains the account in good standing, defined as

- Making regular deposits sufficient to cover transactions;
- Bringing the account to a positive balance at least once every thirty days or less; and
- There are no legal orders outstanding, we may, at the bank's sole discretion, pay their reasonable overdrafts as a noncontractual courtesy.

Generally, we will not pay an overdraft in total excess of \$500 for Personal Checking accounts. These limits include our Non-Sufficient Funds fee.

We may refuse to pay an overdraft at any time, even though we may have previously paid the overdrafts. The accountholder will be notified by mail of any Non-Sufficient Funds items paid or returned that the account may have. However, we have no obligation to notify the accountholder before we pay or return an item. The amount of any overdrafts, plus our Non-Sufficient Funds fees that the accountholder owes us are due and payable upon demand.

If we pay an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, thereby creating the overdraft, is jointly and severally liable for such overdrafts plus our Non-Sufficient Funds fees.

Limitations: This feature is available only to personal accounts (excluding Money Market accounts) for personal and household use. We may limit the number of accounts eligible for Courtesy Pay to one account per household. Additionally, we reserve the right to not approve any overdrafts against any account until we can verify that the account is being maintained in good standing, as defined above.

Account Fees: Whether we pay or return a Non-Sufficient Funds item, a per-item fee will be charged to your account as a Non-Sufficient Funds fee. Personal accounts will not receive per-item fees in excess of 5 items per day. If the account is not brought to a positive balance after 6 consecutive days an additional sustained overdraft fee will be assessed on the 7th day. Please refer to the Fee Schedule for a listing of the current fees.

**Courtesy Pay Disclaimer:** The Bank's Courtesy Pay plan is a non-contractual courtesy and is discretionary. It is not an obligation of the bank and the bank may refuse to provide the courtesy on any personal checking account at any time and from time to time. The accountholder does not have a contractual right to Courtesy Pay and courtesy payment is not guaranteed by the Courtesy Pay plan.

CONVENIENCE ACCOUNT – This type of account will have an "owner" and one or more "convenience signers" (who are not owners) who will be designated by the owner. The terms of such an account are:

- 1. Any deposits, additions, or accruals to the account are the property of the owner individually and, as such, only the owner may close the account during the lifetime of the owner.
- 2. We may honor checks or other orders to pay drawn by, or withdrawal requests from the owner or the convenience signer(s) during the lifetime of the owner, even if said checks or orders of withdrawal requests reduce the account balance to zero.
- 3. We may be required by service of legal process to turn over funds held in the convenience account to satisfy a judgment against, or other valid debt incurred by, the owner of the convenience account but may not be required to do so for debts or judgments against the convenience signer(s).
- 4. Prior to receipt by this institution of written notice of the owner's death, and for such reasonable time, thereafter as shall enable us to act, we may honor checks or orders drawn by, or withdrawal requests from, the convenience signer after the death of the owner.
- 5. Upon the death of the owner, and prior to service upon this institution of a restraining order, injunction, or other appropriate process from a court of competent jurisdiction prohibiting payment and for such reasonable period thereafter as shall enable us to comply, we may make payment to the executor, administrator, or voluntary administrator as defined in Article 13 of the Surrogate's Court Procedure Act of the deceased owner's estate or to any person designated in section 1310 of the Surrogate's Court Procedure Act.
- 6. We will not treat the account as the property of the convenience signer(s) during the lifetime of the owner nor after the death of the owner.
- 7. Unless we receive written notice signed by the owner not to pay or deliver any convenience deposit, or addition or accrual thereon, we shall not be liable to the owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, the other named "convenience signers." Once a written notice has been received from the owner asking us not to honor any checks or other payment orders from the convenience signer(s), we may require written authorization of the owner before allowing for any further payments or deliveries.

#### **ELECTRONIC FUND TRANSFER POLICY**

The Electronic Fund Transfers we are capable of handling for consumers are described below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. The Bank's business days are Monday through Friday, excluding holidays. You should keep this notice for future reference. **1. TRANSFER TYPES & LIMITATIONS** – You may use your Chemung Canal or Capital Bank Visa® Check Card, your

Bank ATM Card, Telephone Banking or Web Banking to make:

- Cash withdrawals from checking or savings accounts.
- Deposits to checking or savings accounts
- Transfers of funds between checking and savings accounts.
- Pay for purchases at places that have agreed to accept the card and/or code.
- Pay bills directly by electronic means from your checking or savings account in the amounts and on the days you request.

Transfers from a Money Market deposit account or a Savings account to another account or to third parties by preauthorized, automatic or telephone transfers are limited to six per month.

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

**2.** FEES – Refer to insert in this booklet for current fees. A fee may be imposed by an ATM operator not holding your accounts, or any national, regional, or local network used to complete the transaction.

- 3. DOCUMENTATION
  - *Terminal Transfers* You can get a receipt at the time you make any transfer to or from your account each time you use one of our
  - ATM terminals.
  - *Preauthorized Credits* You may verify your account information by calling our automated 24 hour banking number at 607-737-1100 or 1-888-737-1100. 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 the 607-737-3711, or at 1-800-836-3711 to find out whether or not the deposit has been made.
  - *In addition*, you will get a monthly statement from us, unless your savings account has no electronic transfers in a particular month. In any case you will get a statement at least quarterly.

**4. ELECTRONIC CHECK CONVERSION** – When you provide a check as payment, you authorize us, 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

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you issue the check. You will not receive your check back in your account statement. 5. LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS –

- You may withdraw up to \$400 from our terminals each 24 hour period you use your card and/or code.
- You may buy up to \$5,000 worth of goods or services each 24 hour period you use the card and/or code in our point-of-sale transfer service.
- 6. PREAUTHORIZED PAYMENTS -
  - Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you
- order us to stop one of these payments 3 business days or more before
- the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### 7. FINANCIAL INSTITUTION'S LIABILITY -

• *Liability for failure to make transfers.* If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we are 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 the transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the automated teller machine where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

8. CONFIDENTIALITY – We will disclose information to third parties about your account or the transfers that you make: • Where it is necessary for completing transfers; or

- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

- 9. UNAUTHORIZED TRANSFERS
  - a) *Consumer Liability.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b) *Contact in event of unauthorized transfer.* If you believe your card and/or code has been lost or stolen or you believe a transfer has been made using information from your check without your permission, call or write us at the telephone number or address listed in this disclosure.
- c) *Your responsibility:* You are responsible both for any transactions you make and for those made by anyone whom you authorize to make transactions for you. If you give the Card and Pin to someone, you are responsible for any transactions that person makes until you notify us that the person no longer has your permission to make those transactions. You may also have some responsibility for transactions made by an unauthorized person or someone who gets possession of your card and PIN after they are lost or stolen.

10. ERROR RESOLUTION NOTICE -

In Case of Errors or Questions About Your Electronic Transfers,

call us at 607-737-3711 or 1-800-836-3711. Or write us at:

Check Card Department

Chemung Canal Trust Company

P.O. Box 1522

Elmira, NY 14902

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 45 days (90 days for point-of-sale or foreign-initiated transfers) to investigate your complaint or questions. If we decide to do this, we will provisionally 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we will not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**INACTIVE AND DORMANT ACCOUNTS** - The bank will consider a Checking or Savings account inactive after 12 consecutive months with no client-generated activity. Notifications will be sent at that time and a monthly Inactive Fee will be assessed until the account has been brought back to an active status by the account owner(s). If no action is taken, the Checking or Savings account will be considered dormant at 15 months. The monthly Dormant Fee will be assessed and continued notifications will be sent. If the account remains in a dormant status for a period of three years it will be deemed "Abandoned Property".

ABANDONED PROPERTY – An account will be considered "abandoned property" and the account balance, less any costs involved, will be remitted to the State of New York or State of Pennsylvania under the following conditions:

• There have been no withdrawals from or deposits to the account (except interest) for a period of three years,

- Mail directed to the address on record with the bank is returned by the Post Office as undeliverable, and
- You have not told us in writing that you know this account exists.

**REFUSAL TO PERMIT A WITHDRAWAL** – There are certain circumstances under which we can refuse to permit a withdrawal from the account. The following examples illustrate some of these circumstances:

- The funds to be withdrawn are not yet available as outlined in the funds availability schedule.
- One of the account depositors instructs us not to permit withdrawals.
- There is a dispute about the account.
- The funds to be withdrawn would consist of money we have been ordered to hold or to pay to someone else.
- Any document or identification we or the law require in connection with the withdrawal has not been presented to us.
- FEDERAL REGULATIONS REQUIRE US TO RESERVE THE RIGHT TO REQUIRE AT LEAST SEVEN (7) DAYS NOTICE PRIOR TO ANY WITHDRAWAL. If we do require at least seven days notice at any future time, that requirement would apply to all of our depositors.


# Privacy Notice Rev. March 2011

FACTS	WHAT DOES CHEMUNG CANAL TRUST COMPANY, AND ITS AFFILIATES, DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Information we receive from you on applications and other forms including our website, such as: social security number, name, address, employment status, assets, and income;</li> <li>Information about your transactions with us, our Affiliates, and others, such as: your account balance(s), transaction history, and parties to the transaction;</li> <li>Information we receive from a consumer reporting agency, such as: your credit score and credit history; and</li> <li>Information from others regarding their relationships with you, such as: an employer or creditor that we contact in order to verify information provided by you in a loan or other application.</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chemung Canal Trust Company, and its affiliates, choose to share; and whether you can limit this sharing.

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

To limit our sharing:	Call toll-free 1-800-836-3711 or 607-737-3711 Please note: If you are a new customer, we can begin sharing your information 30 days from the date we provided this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-800-836-3711 or 607-737-3711
What we do	
How does Chemung Canal Trust Company, and its affiliates, protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Continued next page

How does Chemung Canal Trust Company, and its affiliates, collect my personal information?	We collect your personal information, for example, when you • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card.
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for non-affiliates to market to you</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?Your choice will apply to ALL accounts you maintain with us, individually or jointly the joint account holder has not submitted such a request.	
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include CFS Group, Inc. a subsidiary of Chemung Financial Corporation.
Non-affiliatesCompanies not related by common ownership or control. They can be financia nonfinancial companies. Chemung Canal Trust Company and its affiliates do n information with non-affiliates so they can market to you.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Chemung Canal Trust Company and its affiliates do not jointly market.

Member FDIC Equal Housing Lender

#### **Truth In Savings Disclosure**

**1. INTERNAL ACCOUNTING OF BALANCES** – NO EFFECT ON YOUR ACCOUNT: This applies to all checking, and NOW accounts. For regulatory and accounting purposes, your checking account will consist of two 'sub-accounts' on our books.

- either a non interest-bearing (demand deposit) sub-account or an interest-bearing (NOW) sub-account and,
- a savings sub-account. These sub-accounts are treated as a single account for statements and daily use of your account. Interest is not earned on either sub-account for non-interest-bearing (demand deposit) checking accounts. On interest-bearing checking accounts, the same interest rate may be paid on both sub-accounts, and your periodic statement will reflect a single blended annual percentage yield (APY) earned.

Whenever your checking sub-account balance exceeds a threshold amount (which we may set and change at our discretion), we may transfer funds above that amount to the savings sub-account. As these funds are needed to pay items presented against your checking account, we will transfer funds from the savings sub-account to the checking sub-account, up to six times per statement period. If a sixth transfer is needed, the entire balance in the savings sub-account will be transferred into the checking sub-account. This process may be repeated each monthly statement period.

This balance account has no effect on the daily use of your account, on

how checks are paid, or on how your account activity appears on your

monthly statement.

THE FOLLOWING TERMS APPLY TO ALL PERSONAL CHECKING ACCOUNTS.

2. MINIMUM BALANCE TO OPEN ACCOUNT -

A minimum deposit of \$25 is required to open a checking account

**3. TRANSACTION LIMITATIONS** – Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement.

We may not allow checks to pay against your account under the following conditions:

- A hold is placed against your account.
- We have received a restraining notice or other properly authorized

legal service.

• Funds are uncollected.

4. FEES – Refer to the Deposit Account Fee Schedule for current fees.

FREE CHECKING – This account offers unlimited transactions with no monthly or per check fee, and no minimum balance requirements. Minimum deposit of \$25 is required to open an account. Account is subject to fees for transactions made at non-Chemung Canal/Capital Bank ATMs. Overdrafts and other banking services as listed in our Personal Account Fee Schedule.

#### VARIABLE INTEREST RATE NOW ACCOUNT & CAPITAL VARIABLE INTEREST RATE NOW ACCOUNT Minimum to open account is \$1,000

1. Interest Rate information - Variable Interest Rate Account - The account will earn interest on the daily ledger balance at the following tiered interest rates:

those rates are: Asof

As of \_\_\_\_\_\_ those rates are: Less than \$1,000 will earn a rate of \_\_\_\_\_% with and APY of \_\_\_\_\_% \$1,000 and \$24,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$25,000 and \$99,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$100,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$500,000 and \$999,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% Greater than \$1,000,000 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_%

Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest – Interest is compounded monthly and is credited to your account monthly. If you close your account, all interest that is accrued for your account will be paid up until the day the account is closed. 3. Balance Information – Minimum Balance – A maintenance fee of \$5 is imposed for each month if the average daily available balance is less than \$1,000. The average daily available balance is calculated by adding the available balance in the account for each day of the statement cycle and dividing that figure by the number of days in the statement cycle. 4. Balance on which Interest is Credited – Interest is earned and accrues for each day the ledger balance is \$1,000 or greater. You must maintain a minimum ledger balance of \$1,000 in the account each day to obtain the disclosed APY. If the daily ledger balance falls below \$1,000 on any day, interest will not be earned for that day. When the ledger balance is \$1,000 or greater, interest is earned from the first dollar of deposit. Interest is earned until the day of withdrawal.

5. Daily Ledger Balance – We use the daily ledger balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer Service Representatives.

6. Formula for Calculation of Interest – Each day, the daily ledger balance is multiplied by the interest rate and divided by 365 days. (Example: A daily ledger balance of \$2,500 x rate of 2.00% divided by 365 days would equal 13.7 cents accrued interest for the day.) The accrued interest for each day is added together and credited to the account each month. 7. Transaction Limitations – We reserve the right to require written notice of withdrawal seven days prior to withdrawal. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement. We also may refuse to honor withdrawal requests if:

• A hold is placed against your account.

• We have received a restraining notice or other properly authorized

legal service.

• Funds are uncollected.

# HEALTH SAVINGS ACCOUNTS (HSA)

The following are the terms of your HSA. The handling of this account is also subject to Internal Revenue regulations dealing with Health Savings Accounts.

1. Interest Rate Information - Variable-Interest Rate Account - As of \_\_\_\_ \_\_, the interest rate of your account is \_\_\_ % with an Annual Percentage Yield (APY) of \_\_\_\_\_%. Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest - Interest is credited to your account quarterly. If you close your account, all interest that is accrued for your account will be paid at the time of the closing.

Balance on which Interest is Credited – Interest is earned and accrues for each day the ledger balance is \$100 or greater. If the daily ledger balance falls below \$100 on any day, no interest will be earned for that day. You must maintain a minimum balance of \$100 in the account each day to obtain the disclosed annual percentage yield. When the balance is \$100 or greater, interest is earned from the first dollar of deposit.

Daily Ledger Balance - We use the daily ledger balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure, which is given to you at the time the account is

opened, or it may be obtained at any time from one of our Customer

Service Representatives.

Formula for Calculation of Interest - Each day, the ledger balance is multiplied by the interest rate and divided by 365 days. (Example: A daily ledger balance of \$1,000 x rate of 1.00% divided by 365 days would equal 2.7 cents accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account quarterly.

3. Your Account and the IRS - The purpose of your Health Savings Account is to create a fund for qualified medical expenses and to defer or eliminate income tax on interest earned and the principle contributed. Observance of the many IRS regulations is the responsibility of the depositor. Further information about your account is contained in your Plan Agreement which was given to you when the account was opened.

4. Statement of Account – You will receive a detailed statement of your account activity once each month.

5. Fees - Refer to the Deposit Account Fee Schedule for current fees.



Minimum balance to open account is \$1,000.

1. Interest Rate information - Variable Interest Rate Account -

The account will earn interest on the daily ledger balance at the following tiered interest rates: Asof those rates are:

Less than \$1,000 will earn a rate of \_\_\_\_\_% with and APY of \_\_\_\_\_ \$1,000 and \$24,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_ \$25,000 and \$99,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_ \$100,000 and \$499,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_% \_\_\_%

%

%

\$500,000 and \$999,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_% Greater than \$1,000,000 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_% % %

Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest - Interest is compounded monthly and is credited to your account monthly. If you close your account, all

interest that is accrued for your account will be paid up until the day the

account is closed.

3. Balance on which Interest is Credited – Interest is earned and accrues for all funds in the account each day the ledger balance is \$1,000 or greater. If the ledger balance in your account falls below \$1,000 on any day, interest will not be accrued for that day. Interest is earned up until the day of withdrawal.

Daily Ledger Balance – We use the daily ledger balance method to

calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability

of Funds" brochure which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer

Service Representatives.

Formula for Calculation of Interest – Each day, the balance is multiplied by the interest rate and divided by 365 days. (Example: A daily ledger balance of \$25,000 x a rate of 2.5% divided by 365 days would equal \$1.71 accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account each month.

4. Fees - Refer to the Deposit Account Fee Schedule for current fees.

5. Transaction Limitations - An Insured Money Market Account allows withdrawals to be made in person at any of our offices, at one of our CC

Answer terminals, or through an electronic terminal that accepts your transaction. Federal Regulations limit the number of third party checks and transfers that can be made in a calendar month. These regulations prohibit us from paying more than six third party checks, or six pre-authorized third party transfers, or any combination of those two that would exceed the allowed amount of six per month. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement.

We reserve the right to require written notice of withdrawal seven days prior to withdrawal. We may also refuse to honor withdrawal requests if:

• A hold is placed against your account.

• We have received a restraining notice or other properly authorized

legal service.

• Funds are uncollected.

# VARIABLE INTEREST RATE PRESTIGE IMMA ACCOUNT & CAPITAL VARIABLE INTEREST RATE PRIVILEGE **IMMA ACCOUNT**

Minimum balance to open account is \$25,000.

1. Interest Rate information - Variable Interest Rate Account - The account will earn interest on the daily ledger balance at the following tiered interest rates:

As of those rates are:

Less than \$1,000 will earn a rate of \_ \_\_% with and APY of \_

\$1,000 and \$24,999 will earn a rate of \_\_\_\_\_% with an APY of \_ %

\$25,000 and \$99,999 will earn a rate of \_\_\_\_\_% with an APY of \_

\$100,000 and \$499,999 will earn a rate of \_\_\_\_\_% with an APY of %

\$500,000 and \$999,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_ Greater than \$1,000,000 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_% % %

Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest – Interest is compounded monthly and is credited to your account monthly. If you close your account, all

interest that is accrued for your account will be paid up until the day the

account is closed.

3. Balance on which Interest is Credited – Interest is earned and accrues for all funds in the account each day the ledger balance is \$1,000 or greater. If the ledger balance in your account falls below \$1,000 on any day, interest will not be accrued for that day. Interest is earned up until the day of withdrawal.



Daily Ledger Balance – We use the daily ledger balance method to

calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability

of Funds" brochure which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer

Service Representatives.

**Formula for Calculation of Interest** – Each day, the balance is multiplied by the interest rate and divided by 365 days. (Example: A daily ledger balance of \$25,000 x a rate of 2.5% divided by 365 days would equal \$1.71 accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account each month.

4. Fees – Refer to the Deposit Account Fee Schedule for current fees.

**5.** *Transaction Limitations* – An Insured Money Market Account allows withdrawals to be made in person at any of our offices, at one of our CC Answer terminals, or through an electronic terminal that accepts your transaction. Federal Regulations limit the number of third party checks and transfers that can be made in a calendar month. These regulations prohibit us from paying more than six third party checks, or six pre-authorized third party transfers, or any combination of those two that would exceed the allowed amount of six per month. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement.

We reserve the right to require written notice of withdrawal seven days prior to withdrawal. We may also refuse to honor withdrawal requests if:

• A hold is placed against your account.

• We have received a restraining notice or other properly authorized

legal service.

• Funds are uncollected.

#### VARIABLE INTEREST RATE SAVINGS ACCOUNT

**1.** *Interest Rate Information* – As of \_\_\_\_\_\_, the Interest Rate on your account is \_\_\_\_\_% with an Annual Percentage Yield (APY) of \_\_\_\_\_%. Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest– Interest is compounded quarterly and is credited to your account on the last business day of March, June, September, and December. If you close your account, accrued interest of \$1 or greater will be paid but accrued interest of less than \$1 will be forfeited.

**3**. *Balance Information – Minimum Balance –* A minimum deposit of \$25 is required to open your account. A maintenance fee will be charged each month

*if the daily ledger balance is less than \$250.* 

**Balance on which Interest is Credited** – Interest is earned and accrues for each day the ledger balance is \$250 or greater. If the daily ledger balance falls below \$250 on any day, no interest will be earned for that day. You must maintain a minimum ledger balance of \$250 in the account each day to obtain the disclosed annual percentage yield. When the ledger balance is \$250 or greater, interest is earned from the first dollar of deposit. Interest is earned until the day of withdrawal.

Daily Ledger Balance – We use the daily ledger balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure which is given to you at the time the account is opened, or may be obtained at any time from one of our customer service representatives.

**Formula for Calculation of Interest** – Each day, the daily ledger balance is multiplied by the interest rate and divided by 365 days. (Example: A daily ledger balance of \$1,000 x rate of 2.75% divided by 365 days would equal 7.5 cents accrued interest for the day.) The daily accrued interest for each

day is added together and credited to the account on the last business day of the quarter.

4. Transaction Limitation – A savings account is not negotiable and therefore withdrawals must be made by you at one of our offices, at one of our CC Answer terminals, or through an electronic terminal that accepts your transaction. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement.

Federal Regulations prohibit more than 6 pre-authorized third party transfers per month from your savings account. We reserve the right to require written notice of withdrawal seven days prior to withdrawal. We may also refuse to honor withdrawal requests if:

• A hold is placed against your account.

• We have received a restraining notice or other properly authorized

legal service.

• Funds are uncollected.

5. Fees – Refer to Deposit Account Fee Schedule for current fees.

# VARIABLE INTEREST RATE YOUTH SAVINGS ACCOUNTS

For children and young adults under the age of 22, the minimum opening deposit is \$1, there is no monthly service fee and the minimum balance required to earn interest is \$1. Upon reaching the age of 22, these accounts will be converted to the Variable Interest Rate Savings account and become subject to the rules listed above.

# INVESTMENT CERTIFICATE

1. Interest Rate Information – As of \_\_\_\_\_\_, the Interest Rate on your certificate is \_\_\_\_\_%. If you elect to have interest compounded, your certificate will earn an Annual Percentage Yield (APY) of \_\_\_\_\_%. The annual percentage yield assumes interest will remain on deposit until maturity. Withdrawing interest monthly or quarterly will reduce your earnings.

These rates will not change until your maturity date of \_\_\_\_\_\_. This certificate has a term of \_\_\_\_\_\_ months/ days.

2. Compounding and Crediting of Interest – Interest is compounded quarterly and is credited to your certificate quarterly. If you close your certificate prior to the maturity date, accrued interest will be paid up until the day of closing; however there will be an early withdrawal penalty imposed. Accounts with a maturity greater than one year must either have interest compounded, or paid to the depositor annually or more frequently. Non-compounded interest cannot remain on deposit longer than one year.

*3. Balance Information – Minimum Balance –* A minimum deposit of \$1,000 is required to open and maintain your certificate if the term is three months or greater. If the term of your certificate is less than three months, you must maintain a minimum of \$2,500.

**Balance on which Interest is Credited** - Interest is earned and accrues each day on the full balance in your certificate, from the date of deposit up until the day of closing. Interest will not be paid if the balance of the certificate falls below the amount of the minimum required deposit of \$1,000 for accounts with a term of 3 months or greater, and \$2,500 for accounts with a term of less than 3 months.

**Formula for Calculation of Interest** - Each day, the balance is multiplied by the interest rate and divided by 365 days. (Example: A certificate with a balance of \$2,500 x rate of 4.00% divided by 365 days would equal 27.4 cents accrued interest for the day.) The accrued interest for each day is added together and credited to the account quarterly. You earn interest for each calendar day during the quarter.

4. Fees – Refer to the Deposit Account Fee Schedule for current fees.

5. Transaction Limitations – An investment certificate is designed to pay a specific rate of interest on a specific sum of money for a stated length of time. Therefore, additional sums of money may not be added to this certificate after the initial deposit. Any withdrawals of the initial deposit prior to the maturity date are subject to an early withdrawal penalty. Withdrawal of interest that has been credited to your account is allowed without penalty prior to the maturity date. However, once your account has automatically renewed, the compounded interest becomes part of the principal balance, and if withdrawn, is subject to penalty.

We may refuse to honor withdrawal requests if:

• A hold is placed against your account.

• We have received a restraining notice or other properly authorized

legal service.

• You have made two partial withdrawals of principal within a calendar year.

6. Early withdrawals of the principal balance are subject to the

#### following penalties:

*Maturity less than 32 days*: Loss of all interest earned on the certificate from the inception date to the withdrawal date, but not less than the amount of interest that would have been earned for one-half the term of the account. If withdrawn within the first six days of the certificate, a minimum of seven days interest must be forfeited.

Maturity 32 days to one year: Loss of one month's simple interest on

amount withdrawn.

Maturity over one year: Loss of three month's simple interest on

amount withdrawn.

Minimum penalty: Minimum penalty imposed for any early withdrawal,

see fee schedule.

*Waiver of penalty*: We will waive any penalty on early withdrawal of funds if one of the owners of the certificate dies, or is declared mentally incompetent

by a court.

*7. Automatic Renewal* – On the maturity date, your certificate will automatically renew for the same term. A grace period of 10 calendar days exists after automatic renewal in which time you may withdraw funds without penalty. The first day of the grace period is the maturity date of the certificate. If you withdraw funds during the grace period, no interest is earned from the maturity date to the date of withdrawal.

## INDIVIDUAL RETIREMENT ACCOUNT (IRA)

The following are the terms of your IRA. The handling of this account is also subject to Internal Revenue regulations dealing with Individual Retirement Accounts.

*1. Interest Rate Information – Variable-Interest Rate Account -* As of \_\_\_\_\_\_, the simple interest rate on your account is \_\_\_\_\_% with an Annual Percentage Yield (APY) of \_\_\_\_\_%. Rates are subject to change at the Bank's discretion.

The maturity date of your 18 month variable rate account is \_\_\_\_

2. Interest Rate Information – Fixed-Interest Rate Option – You may select

any term currently offered by the Bank. The rate for each term will differ, however once a term is selected, the simple interest rate and annual percentage yield will remain constant for that term. As of \_\_\_\_\_, the simple interest rate of % with an Annual Percentage your fixed rate account is %.

Yield (APY) of

The maturity date of your month fixed rate account is \_

3. Compounding and Crediting of Interest – Interest is compounded quarterly and is credited to your account quarterly. If you close your account, all interest that is accrued for your account will be paid at time of closing. A penalty may apply when you close your account.

4. Balance Information – Minimum Balance – A minimum deposit of \$100 is required to open your variable-rate account. If you wish to purchase a fixed-rate certificate for your IRA, a minimum balance of \$1,000 is required. Subsequent deposits may only be made to an 18-month variable-rate account.

Balance on which Interest is Credited - Interest is earned and accrues for each day the balance is \$100 or greater. If the daily balance falls below \$100 on any day, no interest will be earned for that day. You must maintain a minimum balance of \$100 in the account each day to obtain the disclosed annual percentage yield. When the balance is \$100 or greater, interest is earned from the first dollar of deposit. Interest begins to accrue on the day of deposit and is earned until the day of withdrawal.

Formula for Calculation of Interest - Each day, the balance is multiplied by the interest rate and divided by 365 days. (Example: A daily balance of \$1,000 x rate of 3.00% divided by 365 days would equal 8.2 cents accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account quarterly.

5. Transaction Limitations – Withdrawals may be made without IRS penalty only if the depositor:

- has attained the age of 59 1/2, or
- has a proven disability, or
- is deceased, or
- has over contributed for the year. If this occurs, you must withdraw the over funded amount and also withdraw accrued interest on the over funded amount and treat the interest as ordinary income, or
- is ordered by a divorce decree, or
- has a removal of a nondeductible contribution.

The depositor has seven days after making the initial deposit to close the account without the premature withdrawal penalty. Any interest earned during that period must be forfeited.

All withdrawals prior to maturity are subject to the following bank penalties:

- Variable-rate accounts have an 18-month maturity and will forfeit 90 days' simple interest on the amount withdrawn.
- Fixed-rate account penalties are based on the term of the deposit,
- Term of 12 months or less, forfeiture of 30 days' simple interest on the amount withdrawn
- Term of more than 12 months, forfeiture of 90 days' interest.

6. Terms of Renewal – Upon reaching the maturity date, the funds in your account will automatically renew for the same term. You will be notified in writing approximately 20 days prior to automatic renewal, and you will have 10 grace days after the renewal date to select another term. Early withdrawal penalties are listed above.

7. Your Account and the IRS – The purpose of your Individual Retirement Account is to create a fund for retirement and to defer income tax on interest earned and the principle contributed if your income is within the guidelines of the Internal Revenue Code.

Observance of the many IRS regulations is the responsibility of the depositor. Further information about your account is contained in your Plan Agreement which was given to you when the account was opened.

8. Statement of Account – You will receive a detailed statement of your account activity once each year.

9. Fees - Refer to the Deposit Account Fee Schedule for current fees Your Deposit Account Terms and Conditions Agreement

# **Terms and Conditions Agreement**

# Understanding Your Business Deposit Account

# Your Deposit Account Terms and Conditions Agreement

Please be advised, when the word "Bank" is referenced in these documents, it is intended to represent Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, a Division of Chemung Canal Trust Company.

These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent. Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

## The purpose of this form is to:

• summarize the rules applicable to the more common transactions;

• establish rules to govern transactions or circumstances which the law does not regulate; and

• establish rules for certain events or transactions which the law already regulates but permits variation by agreement. We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

LIABILITY – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the term of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS – Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars.) Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check even though payment was made before the date of the check, unless you have given us written notice of the post-dating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

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

Receivers of ACH transactions should be aware that the Bank may need to temporarily suspend processing of a transaction for greater scrutiny or verification against the SDN list, which may affect settlement and/or availability of funds.

CUSTOMER IDENTIFICATION REQUIREMENT – The USA Patriot Act of 2001 requires financial institutions to take extra steps to prevent fraud, identity theft and the spread of terrorism. It requires us to obtain more information from an individual or legal entity to help establish identity.

Your cooperation and understanding is appreciated as we take the appropriate measures to ensure compliance with this important regulation.

**CORPORATE, PARTNERSHIP, AND OTHER ORGANIZATIONAL ACCOUNTS** –We require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

**STOP PAYMENTS** – A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. You or anyone else authorized to sign a check on your account may cancel any order not to pay a check written on your account even if the order was initiated by someone else.

AMENDMENTS AND TERMINATION – We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS – You must examine your statement of account with "reasonable care and promptness." If you discover any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties you will bear the entire loss. Your loss could include items on the statement, or other items with unauthorized signatures or alterations by the same wrongdoer which we pay after the time for "reasonable care and promptness" expires and before we receive notice from you. You agree that the time that you have to examine the statement and report to us depends on the circumstances, but that such time will not, in any circumstance, exceed 14 days from when the statement is first made available to you. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors within 60 days of when we first make the statement available to you, you cannot assert a claim against us on any item in the statement. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

DIRECT DEPOSITS – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other

account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT – If this option is checked on the account records, this is a temporary account agreement. Each person who signs this signature card (except as indicated to the contrary on the account records) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF – You each agree that we may (when permitted by law) setoff the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we setoff, including any balance the due date for which we properly accelerate under the note.

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

## our right of setoff.

MULTIPLE SIGNATURE REQUIREMENTS – The Bank does not accept "two signatures required" designations on deposit accounts. You assume full responsibility to monitor this requirement within your business organization. FACSIMILE SIGNATURES – If you use a facsimile signature, you have sole responsibility for maintaining the security of the machine or device by which it is affixed, and you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as it resembles or purports to be the signature of a person authorized to withdraw funds. Such signature shall not be considered a forgery or an unauthorized signature and will be effective as your signature or endorsement whether or not it was actually authorized by you and whether or not you have been negligent.

SUBSTITUTE CHECKS – Federal Law permits banks to replace original checks with "substitute checks." A substitute check is a special paper copy of the front and back of an original check. The substitute check may be slightly larger than the original check. Substitute checks are specially formatted so they can be processed as if they were original checks. The front of a substitute check should state: "This is a legal copy of your check. You can use it the same way you would use the original check." Some or all of the checks you receive back from us may be substitute checks.

**INACTIVE AND DORMANT ACCOUNTS** – The bank will consider a Checking or Savings account inactive after 12 consecutive months with no client-generated activity. Notifications will be sent at that time and a monthly Inactive Fee will be assessed until the account has been brought back to an

active status by the account owner(s). If no action is taken, the Checking or Savings account will be considered dormant at 15 months. The monthly Dormant Fee will be assessed and continued notifications will be sent. If the account remains in a dormant status for a period of three years it will be

deemed "abandoned property".

ABANDONED PROPERTY – An account will be considered "abandoned property" and the account balance, less any costs involved, will be remitted to the State of New York or State of Pennsylvania under the following conditions:

• There have been no withdrawals from or deposits to the account (except interest) for a period of three years,

· Mail directed to the address on record with the bank is returned by the Post Office as undeliverable, and

• You have not told us in writing that you know this account exists.

## **Truth In Savings Disclosure**

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with the Bank. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

#### Unlawful Internet Gambling Enforcement Act

1. INTERNAL ACCOUNTING OF BALANCES – NO EFFECT ON YOUR ACCOUNT: This applies to all checking and NOW accounts.

For regulatory and accounting purposes, your checking account will consist of two 'sub-accounts' on our books:

- a) either a non interest-bearing (demand deposit) sub-account, or an interest-bearing (NOW) sub-account, and
- b) a savings sub-account. These sub-accounts are treated as a single account for statements and daily use of your account. Interest is not earned on either sub-account for non interest-bearing (demand deposit) checking accounts. On interest-bearing checking accounts, the same interest rate may be paid on both sub-accounts, and your periodic statement will reflect a single blended annual percentage yield (APY) earned.

Whenever your checking sub-account balance exceeds a threshold amount (which we may set and change at our discretion), we may transfer funds above that amount to the savings sub-account. As these funds are needed to pay items presented against your checking account, we will transfer funds from the savings sub-account to the checking sub-account, up to six times per statement period. If a sixth transfer is needed, the entire balance in the savings sub-account will be transferred into the checking sub-account. This process may be repeated each monthly statement period. This balance has no effect on the daily use of your account, on how checks are paid, or on how your account activity appears on your monthly statement.

# THE FOLLOWING TERMS APPLY TO ALL CHECKING ACCOUNTS

*1. Transaction Limitations* – Some restrictions may apply when using an electronic terminal to withdraw funds. We may not allow checks to pay against your account under the following conditions:

- a) A hold is placed against your account.
- b) We have received a restraining notice or other properly authorized
- legal service.
- c) Funds are uncollected.

2. Payment Of Items Presented - The Bank pays items posted to your account in the order of:

- Bank-generated payments (i.e. authorized loan-payment transfers within the Bank)
  - ATM transactions at a foreign terminal
  - Point of Sale purchases
  - Authorized electronic payments to other entities
  - CCTC/Capital Bank ATM withdrawals
- Checks paid by lowest check number to highest check number

3. Fees – Refer to insert for current fees.

### ANALYZED BUSINESS CHECKING

SIMPLE BUSINESS CHECKING & CAPITAL SIMPLE BUSINESS CHECKING PUBLIC FUNDS CHECKING & CAPITAL PUBLIC FUNDS CHECKING NON-PROFIT CHECKING & CAPITAL NON-PROFIT CHECKING Opening minimum deposits may apply. Please refer to insert.

*1. Average Available Balance* – We use the average available balance method to calculate an earning allowance against your service charge. This method applies a daily periodic rate to the available balance in the account each day. All deposited items are collected as soon as we receive credit from the Federal Reserve Bank. For exact availability of funds for all checks, refer to our "Availability of Funds" brochure. You may obtain this brochure at any time from one of our Customer Service Representatives.

*2. Investable Balance* – When the average ledger balance is determined, it is reduced by 10% (reserve requirement) which is the amount of funds we must maintain at the Federal Reserve Bank for your account.

3. Service Charges - Simple Business & Analyzed Business Checking Accounts - Please refer to insert for current fees.

# ANALYZED INTEREST BUSINESS CHECKING

*1. Average Ledger Balance* – We use the average ledger balance method to calculate an earning allowance against your service charge. This method applies a daily periodic interest rate to the ledger balance in the account each day. All deposited items are collected as soon as we receive credit from the Federal Reserve Bank. For exact availability of funds for all checks, refer to our "Availability of Funds" brochure. You may obtain this brochure at any time from one of our Customer Service Representatives.

2. *Investable Balance* – When the average ledger balance is determined, it is reduced by 10% (reserve requirement) which is the amount of funds we must maintain at the Federal Reserve Bank for your account.

3. Interest Rate information – Variable Interest Rate Account –

The account will earn interest on the daily ledger balance at the following tiered interest rates:

As of those rates are:

Less than \$1,000 will earn a rate of \_\_\_% with and APY of \_\_ \_\_\_% \$1,000 and \$24,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_ \$1,000 and \$24,999 will earn a rate of \_\_\_\_\_\_% with an APY of \_\_\_\_\_%
\$25,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_%
\$100,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_%
\$500,000 and \$999,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \_%

Rates are subject to change at the Bank's discretion.

4. Compounding and Crediting of Interest – Interest is compounded monthly and is credited to your account monthly. If you close your account, all interest that is accrued for your account will be paid up until the day the account is closed. 5. Balance of Information – The average daily ledger balance is calculated by adding the ledger balance in the account for each day of the statement cycle and dividing that figure by the number of days in the statement cycle.

Balance on which Interest is Credited - Interest is earned and accrues for each day the ledger balance is \$1,000 or greater. You must maintain a minimum ledger balance of \$1,000 in the account each day to obtain the disclosed APY. If the daily ledger balance falls below \$1,000 on any day, interest will not be earned for that day. Rates are subject to change at the Bank's discretion.

Daily Ledger Balance - We use the daily ledger balance method to calculate interest on your account. This method applies a daily periodic interest rate to the ledger balance in the account each day.

Formula for Calculation of Interest – Each day, the ledger balance is multiplied by the Interest Rate and divided by 365 days. (Example: A daily ledger balance of \$2,500 times the interest rate of 2.00% divided by 365 days would equal 13.7 cents accrued interest for the day.) The accrued interest for each day is added together and credited to the account each month.

6. Fees - Refer to insert in this booklet for current fees.

#### VARIABLE INTEREST RATE NOW ACCOUNT & CAPITAL VARIABLE INTEREST RATE NOW ACCOUNT VARIABLE INTEREST RATE NON-PROFIT NOW ACCOUNT & CAPITAL VARIABLE INTEREST RATE NON-PROFIT NOW ACCOUNT

VARIABLE INTEREST RATE PUBLIC FUNDS NOW ACCOUNT & CAPITAL VARIABLE INTEREST RATE PUBLIC FUNDS NOW ACCOUNT

Eligibility for NOW accounts is restricted to municipalities and organizations, associations and corporations which are organized as not-for-profit. Minimum to open the account is \$1,000.

1. Interest Rate Information - Variable Interest Rate Account

The account will earn interest on the daily ledger balance at the following tiered interest rates:

As of those rates are:

Less than \$1,000 will earn a rate of \_\_\_\_\_% with and APY of \_\_\_\_\_% \$1,000 and \$24,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_\_% \$25,000 and \$99,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_\_% \$100,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \_\_\_\_%

\$500,000 and \$999,999 will earn a rate of \_\_\_% with an APY of \_\_ % %

Greater than \$1,000,000 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_

Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest – Interest is compounded

monthly and is credited to your account monthly. If you close your account,

all interest that is accrued for your account will be paid up until the day the account is closed.

3. Balance of Information – The average daily ledger balance is calculated by adding the ledger balance in the account for each day of the statement cycle

and dividing that figure by the number of days in the statement cycle. A maintenance fee is imposed for each month if the average daily available

balance is less than \$1,000.

Balance on which Interest is Credited - Interest is earned and accrues for each day the ledger balance is \$1,000 or greater. You must maintain a minimum ledger balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield. If the daily ledger balance falls below \$1,000 on any day, interest will not be earned for that day. When the ledger balance is \$1,000 or greater, interest is earned from the first dollar of deposit. Interest is earned until the day of withdrawal.

Daily Ledger Balance - We use the daily ledger balance method to calculate interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure, which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer Service Representatives. Formula for Calculation of Interest – Each day, the ledger balance is multiplied by the Interest Rate and divided by 365 days. (Example: A daily ledger balance of \$2,500 times the rate of 2.00% divided by 365 days would equal 13.7 cents accrued interest for the day.) The accrued interest for each day is added together and credited to the account each month.

4. Fees - Refer to insert in this booklet for current fees.

VARIABLE INTEREST RATE BUSINESS IMMA & CAPITAL VARIABLE INTEREST RATE BUSINESS IMMA VARIABLE INTEREST RATE NON-PROFIT & CAPITAL VARIABLE INTEREST RATE NON-PROFIT IMMA VARIABLE INTEREST RATE PUBLIC FUNDS IMMA & CAPITAL VARIABLE INTEREST RATE PUBLIC FUNDS IMMA Minimum to open the account is \$1,000.

1. Interest Rate Information – Variable-Interest Rate Account

The account will earn interest on the daily available balance at the following tiered interest rates: As of \_\_\_\_ \_\_\_\_\_ those rates are:

Less than \$1,000 will earn a rate of \_\_\_\_ \_\_\_% with and APY of \_\_\_\_% 10.00 and \$24,999 will earn a rate of \_\_\_\_\_% with an APY of \_\_\_\_\_% \$25,000 and \$99,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_\_% \$100,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$500,000 and \$999,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% Greater than \$1,000,000 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest – Interest is compounded monthly and is credited to your account monthly. If you close your account, all interest that is accrued for your account will be paid up until the day the account is closed. 3. Balance on which Interest is Credited – Interest is earned and accrues for all funds in the account each day the available balance is \$1,000 or greater. If the available balance in your account falls below \$1,000 on any day, interest will not be

accrued for that day. Interest is earned up until the day of withdrawal. Daily Available Balance - We use the daily available balance method to calculate interest on your account. This method

applies a daily periodic rate to the available balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure, which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer Service Representatives. Formula for Calculation of Interest – Each day, the daily available balance is multiplied by the Interest Rate and divided by 365 days. (Example: A daily available balance of \$2,500 x rate of 2.5% divided by 365 days would equal 17.1 cents accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account each month.

4. Transaction Limitations - An Insured Money Market Account allows withdrawals to be made in person at any of our offices, at one of our CC Answer terminals, or through an electronic terminal that accepts your transaction. Federal Regulations limit the number of third party check and transfers that can be made in a calendar month. These regulations prohibit us from paying more than six third party checks, or six pre-authorized third party transfers, or any combination of those two that would exceed the allowed amount of six per month. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement. 5. Fees – Excessive check fee for more than six checks per calendar month, refer to fee schedule.

#### VARIABLE INTEREST RATE PRESTIGE BUSINESS IMMA

#### CAPITAL VARIABLE INTEREST RATE PRIVILEGE BUSINESS IMMA

Minimum to open the account is \$25,000.

1. Interest Rate Information - Variable-Interest Rate Account

The account will earn interest on the daily available balance at the following tiered interest rates:

As of those rates are:

Less than \$1,000 will earn a rate of \_\_\_\_\_% with and APY of \_\_\_\_\_% \$1,000 and \$24,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$25,000 and \$99,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$100,000 and \$499,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% \$500,000 and \$999,999 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_% Greater than \$1,000,000 will earn a rate of \_\_\_\_% with an APY of \_\_\_\_%

Rates are subject to change at the Bank's discretion.

2. Compounding and Crediting of Interest – Interest is compounded

monthly and is credited to your account monthly. If you close your account,

all interest that is accrued for your account will be paid up until the day the account is closed.

3. Balance on which Interest is Credited – Interest is earned and accrues for all funds in the account each day the available balance is \$1,000 or greater. If the available balance in your account falls below \$1,000 on any day, interest will not be accrued for that day. Interest is earned up until the day of withdrawal.

Daily Available Balance - We use the daily available balance method to calculate interest on your account. This method applies a daily periodic rate

to the available balance in the account each day. All deposited checks begin

to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure, which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer Service Representatives. Formula for Calculation of Interest - Each day, the daily available balance is multiplied by the Interest Rate and divided by 365 days. (Example: A daily available balance of \$2,500 x rate of 2.5% divided by 365 days would equal 17.1 cents accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account each month.

4. Transaction Limitations - An Insured Money Market Account allows withdrawals to be made in person at any of our offices, at one of our CC

Answer terminals, or through an electronic terminal that accepts your transaction. Federal Regulations limit the number of third party check and transfers that can be made in a calendar month. These regulations prohibit us from paying more than six third party checks, or six pre-authorized third party transfers, or any combination of those two that would exceed the allowed amount of six per month. Some restrictions may apply when using an electronic terminal to withdraw funds. Please consult our Electronic Funds Transfer Disclosure Statement.

5. *Fees* – Excessive check fee for more than six checks per calendar month, r efer to fee schedule

# VARIABLE INTEREST RATE BUSINESS SAVINGS VARIABLE INTEREST RATE NON-PROFIT SAVINGS VARIABLE INTEREST RATE PUBLIC FUNDS SAVINGS

Interest Rate Information – Variable-Interest Rate Account – As of \_\_\_\_\_\_, the Interest Rate on your account is \_\_\_\_\_% with an Annual Percentage Yield (APY) of \_\_\_\_\_%. Rates are subject to change at the Bank's discretion.
 Compounding and Crediting of Interest – Interest is compounded quarterly and is credited to your account on the last business day of March June Sontember and December If you choose your account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the account of \$1 or greater will be accounted with the accounted withe accounted with the accounted with the accounted with the ac

business day of March, June, September, and December. If you close your account, accrued interest of \$1 or greater will be paid, but accrued interest of less than \$1 will be forfeited.
3. Balance Information – Minimum Balance – A minimum deposit of \$25 is required to open your account. A

**3.** Balance Information – Minimum Balance – A minimum deposit of \$25 is required to open your account. A maintenance fee will be charged each month if the daily ledger balance is less than \$250.

**Balance on which Interest is Credited** – Interest is earned and accrues for each day the available balance is \$250 or greater. If the daily available balance falls below \$250 on any day, no interest will be earned for that day. You must maintain a minimum available balance of \$250 in the account each day to obtain the disclosed annual percentage yield. Interest is earned until the day of withdrawal.

Daily Available Balance – We use the daily available balance method to calculate interest on your account. This method applies a daily periodic rate to the available balance in the account each day. All deposited checks begin to earn interest as soon as we receive credit for the checks from the Federal Reserve Bank.

For exact availability of funds for all checks, refer to our "Availability of Funds" brochure, which is given to you at the time the account is opened, or may be obtained at any time from one of our Customer Service Representatives. Formula for Calculation of Interest – Each day, the daily available balance is multiplied by the Interest Rate and divided by 365 days. (Example: A daily available balance of \$1,000 x rate of 2.75% divided by 365 days would equal 7.5 cents accrued interest for the day.) The daily accrued interest for each day is added together and credited to the account on the last business day of the quarter.

*4. Transaction Limitations* – A savings account is not negotiable and therefore withdrawals must be made by you at one of our offices, or you may also use your CC Answer ATM Card, Telephone Banking or Web Banking. Some restrictions may apply when not making your withdrawal in person or at an ATM. Please consult our Electronic Funds Transfer Disclosure Statement. Federal Regulations prohibit more than six pre-authorized third party transfers per month from your savings account. We reserve the right to require written notice of withdrawal seven days prior to withdrawal. *5. Fees* – Refer to fee schedule.

# LANDLORD TENANT SAVINGS ACCOUNT

To accommodate the account requirements imposed by the state for all registered landlords, the Landlord Tenant Savings product will operate under the same terms and conditions as the Variable Interest Rate Business Savings account. The only provisions that are different for this product are no monthly service charges, the minimum opening deposit is \$1 and the minimum to earn interest is \$1. All other rules in this disclosure apply to the Landlord Tenant Savings Accounts.

# INVESTMENT CERTIFICATE

*1. Interest Rate Information* – As of \_\_\_\_\_\_, the Interest Rate on your certificate is \_\_\_\_%. If you elect to have interest compounded, your certificate will earn an Annual Percentage Yield (APY) of \_\_\_\_%. The Annual Percentage Yield assumes interest will remain on deposit until maturity. Withdrawing interest monthly or quarterly will reduce your earnings.

These interest rates will not change until your maturity date of \_\_\_\_\_

This certificate has a term of \_\_\_\_\_ months/days.

2. Compounding and Crediting of Interest – Interest is compounded quarterly and is credited to your certificate quarterly. If you close your certificate prior to the maturity date, accrued interest will be paid up until the day of closing; however, there will be an early withdrawal penalty imposed. Accounts with a maturity greater than one year must either have interest compounded, or paid to the depositor annually or more frequently. Non-compounded interest cannot remain on deposit longer than one year.

3. Balance Information – Minimum Balance – A minimum deposit of \$1,000 is required to open and maintain your certificate if the term is three months or greater. If the term of your certificate is less than three months, you must maintain a minimum of \$2,500.

Balance on which Interest is Credited – Interest is earned and accrues each day on the full balance in your certificate, from the date of deposit up until the day of closing. Interest will not be paid if the balance of the certificate falls below the amount of the minimum required deposit of \$1,000, for accounts with a term of three months or greater, and \$2,500 for accounts with a term of less than three months.

**Formula for Calculation of Interest** – Each day, the balance is multiplied by the Interest Rate and divided by 365 days. (Example: A certificate with a balance of \$2,500 x rate of 4.00% divided by 365 days would equal 27.4 cents accrued interest for the day.) The accrued interest for each day is added together and credited to the account quarterly. You earn interest for each calendar day during the quarter.

4. Fees - Refer to Fee Schedule.

5. Transaction Limitations – an investment certificate is designed to pay a specific rate of interest on a specific sum of money for a stated length of time. Therefore, additional sums of money may not be added to this certificate after the initial deposit. Any withdrawals of the initial deposit prior to the maturity date are subject to an early withdrawal penalty. Withdrawal of interest that has been credited to your account is allowed without penalty prior to the maturity date. However, once your account has automatically renewed, the compounded interest becomes part of the principal balance, and if withdrawn, is subject to penalty.

6. Early withdrawals of the principal balance are subject to the

# following penalties:

Maturity less than 32 days: Loss of all interest earned on the certificate from the inception date to the withdrawal date, but not less than the amount of interest that would have been earned for one-half the term of the account. If withdrawn within the first six days of the certificate, a minimum of seven days interest must be forfeited.

Maturity 32 days to one year: Loss of one month's simple interest on amount withdrawn.

Maturity over one year: Loss of three months' simple interest on amount withdrawn.

Minimum penalty: Minimum penalty imposed for any early withdrawal, see fee schedule.

Waiver of penalty: We will waive any penalty on early withdrawal of funds if one of the owners of the certificates dies, or is declared mentally incompetent by a court.

7. Automatic Renewal – On the maturity date, your certificate will automatically renew for the same term. A grace period of 10 calendar days exists after automatic renewal at which time you may withdraw funds without penalty. The first day of the grace period is the maturity date of the certificate. If you withdraw funds during the grace period, no interest is earned from the maturity date to the date of withdrawal.

## JUMBO CERTIFICATE OF DEPOSIT

1. *Interest Rate Information* – As of \_\_\_\_\_\_, the Interest Rate on your certificate is \_\_\_\_\_%. If you elect to have interest compounded, your certificate will earn an Annual Percentage Yield (APY) of \_\_\_\_\_%. The Annual Percentage Yield assumes interest will remain on deposit until maturity. Withdrawing interest monthly or quarterly will reduce your earnings.

These interest rates will not change until your maturity date of \_\_\_\_\_

This certificate has a term of \_\_\_\_\_ months/days.

2. Compounding and Crediting of Interest – Interest is not compounded; you may receive interest monthly, quarterly or at maturity. If you close your certificate prior to the maturity date, accrued interest will be paid up until the day of closing; however, there will be an early withdrawal penalty imposed. The interest cannot remain on deposit after the certificate matures.

*3. Balance Information – Minimum Balance –* A minimum deposit of \$100,000 is required to open and maintain your Jumbo Certificates of Deposit.

Balance on which Interest is Credited – Interest is earned and accrues each day on the full balance in your certificate, from the date of deposit up until the day of closing.

**Formula for Calculation of Interest** – Each day, the balance is multiplied by the interest rate and divided by 360 days. (Example: A certificate with a balance of \$100,000 x rate of 2.75% divided by 360 days would equal \$7.64 accrued

interest for the day.) Your certificate earns interest each calendar day during the term of the certificate. *4. Fees* – Refer to Fee Schedule.

5. Early withdrawals of the principal balance are subject to the

## following penalties:

Maturity less than 32 days: Loss of all interest earned on the certificate from the inception date to the withdrawal date, but not less than the amount of interest that would have been earned for one-half the term of the account. If withdrawn within the first six days of the certificate, a minimum of seven days interest must be forfeited.

Maturity 32 days to one year: Loss of one months' simple interest on amount withdrawn.

Maturity over one year: Loss of three months' simple interest on amount withdrawn.

Minimum penalty: Minimum penalty imposed for any early withdrawal, see fee schedule.

6. Features of Jumbo Certificates – the following apply to your time certificate.

- a) Waiver of penalty We will waive any penalty on early withdrawal of funds if one of the owners of the certificate dies, or is declared mentally incompetent by a court.
- b) Your Jumbo Certificate will not automatically renew. Interest is earned up to maturity date, and no interest is paid after the maturity date.
  - c) If fewer than 10 calendar days have elapsed after the maturity date of your certificate and you wish to renew your certificate, we will back-date the certificate to the maturity date and pay interest based on the interest rate quoted by our bank.

#### **RULES AND REGULATIONS**

The signer(s) on this account have entered into a contract with the Bank. This account is subject to all rules and regulations of Chemung Canal and all of the laws and regulations of any governing body. This certificate was established for a specific period of time at a specific rate.

# C

#### PERSONAL ACCOUNT FEE SCHEDULE

Please be advised, when the word "Bank" is referenced in these documents, it is intended to represent Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, a Division of Chemung Canal Trust Company.

# THE FOLLOWING TERMS APPLY TO ALL PERSONAL CHECKING ACCOUNTS.

- A minimum deposit is required to open any personal deposit account
- All accounts are subject to fees for transactions made at non-Bank
- ATM terminals
- All accounts are subject to fees for overdraft and other banking services listed in this schedule
- All rates are subject to change at bank's discretion

## CHECKING

- Free Checking Unlimited transactions with no monthly or per-check fee and no minimum balance requirements.
   49 Forever Unlimited transactions with no monthly or per-check fee
- and no minimum balance requirements. This account is entitled to 4 free ATM transactions at non-Bank ATM terminals and a \$15 discount on personalized checks.
- *Global Checking* 1.0 Young adults between the ages of 13 and 17 qualify for a free checking account with no per check fees, no minimum balance requirements and no foreign ATM fees. E-statements are required to avoid \$1 monthly service charge. At age 18 this product will automatically transition into the Global Checking 2.0 product.
- *Global Checking 2.0 / Global Checking* Unlimited transactions with no per check fees, no minimum balance requirements and no foreign ATM fees. A \$10 maintenance fee will be assessed each month if the following criteria are not met:
  - 8 non-PIN based Visa Check Card transactions
  - Monthly E-statements
  - 1 regularly scheduled direct deposit (this is waived for
  - Global Checking 2.0 account holders between the ages of 18 and 25)
- *Variable Interest Rate NOW Checking* Average available balance of \$5,000 or greater, no per check fee. Average available balance less than \$5,000, 10 checks each statement period without fee and 20 cents for each additional check paid. A maintenance fee of \$5 will be charged each month if the average available balance is less than \$1,000.
- *Variable Interest Rate Health Savings Account* This checking account is offered with no minimum deposit or minimum monthly balance requirement. No monthly maintenance fee, 30 cents for each check paid. Visa Check Cards will be issued.
- Variable Interest Rate Personal Insured Money Market (IMMA) If more than 6 checks are paid in a calendar month, an excessive check fee will be assessed of \$3 per check.
- Variable Interest Rate Prestige/Privilege Insured Money Market (IMMA) If more than 6 checks are paid in a calendar month, an excessive check fee will be assessed of \$3 per check.

#### SAVINGS

- *Variable Interest Rate Personal Savings Account* A maintenance fee of \$3 each month will be assessed if the daily ledger balance is less than \$250.
- *Variable Interest Rate Youth Savings* For children and young adults under the age of 22, the minimum opening deposit is \$1, there is no monthly service fee and the minimum balance required to earn interest is \$1. Upon reaching the age of 22, these accounts will be converted to the Variable-Rate Personal Savings account and become subject to the rules listed above.
- Investment Certificates & Individual Retirement Accounts The minimum penalty for any early withdrawal will be \$35 and the fee to transfer IRA funds to another institution will be \$35.

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# Fee Schedule

C

Account Closed by Mail	\$35.00
Account Closed within first 3 Months	\$35.00
ATM fee (Non-Bank ATM)	\$2.00
Auto Pay Temporary Suspension Fee	\$35.00
Canadian Checks Deposited	\$5.00
Check Cashing (Non-Customer)	\$35.00
Check Images Returned with Statement	\$3.00 / month
Collections	\$35.00
Counter Checks	\$1.00 each
Deposited/Cashed Check Returned	\$10.00
Deposited ACH Item Returned	\$10.00
Duplicate Lien Release	\$35.00
Holiday Club Withdrawal or Closeout	\$5.00
Home Equity Line of Credit Fixed Rate Conversion	\$50.00 each occurrence
Inactive/Dormant Account (Checking)	\$5.00 / month
Inactive/Dormant Account (Savings)	\$3.00 / month
Legal Papers Served on Account	\$100.00
Letter of Protest	\$35.00
Money Order	\$3.00
Notary Fee	\$2.00 Each Document
Official Check (Treasurer's Check)	\$5.00
Non-Sufficient Funds & Returned Items	\$35.00 per item (Personal accounts will not exceed 5 items per day)
Replacement Loan Coupon Book	\$10.00
Replacement of Lost ATM, VISA, HSA Check Card	\$5.00
Statement Copy	\$5.00 per statement
Stop Payment	\$35.00
Stop Payment fee when using Business Banker	\$30.00
Sustained Overdraft Fee	\$35.00
Savings and Line of Credit Overdraft Protection	\$3.00 each transfer
Unavailable Funds	\$35.00 per item (Personal accounts will not exceed 5 items per day)
Undeliverable Mail Fee	\$5.00 per statement
Wire Transfer: Incoming (Domestic or Foreign) Outgoing (Domestic) Outgoing (Foreign)	\$15.00 \$25.00 \$40.00
Research Research per hour	\$50.00
Personalized Check Orders and Deposit Tickets Price depends on style and quantity ordered	

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#### **BUSINESS ACCOUNT FEE SCHEDULE**

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# THE FOLLOWING TERMS APPLY TO ALL BUSINESS CHECKING ACCOUNTS.

- A minimum deposit is required to open any business deposit account
- All accounts are subject to fees for transactions made at non-Bank
- ATM terminals
- All accounts are subject to fees for overdraft and other banking services listed in this schedule
- All rates are subject to change at bank's discretion.

## CHECKING

- Analyzed Business Checking Each month a maintenance fee of \$15 will be assessed. Activity fees of 13 cents for each check paid, 11 cents for each check deposited, and a currency deposited fee of 50 cents per \$1,000 will apply.
- *Simple Business Checking* Each month accounts with an average available balance less than \$1,000 are subject to a maintenance fee. If the account is enrolled in E-Statements a monthly fee of \$8 will be assessed and if the account does not receive electronic statements the fee of \$12 will be assessed. All accounts are awarded 300 free transactions and a \$.35 per transaction fee will be assessed for items in excess of the 300. Accounts are not subject to any currency deposited fees.
- Analyzed Business Variable Interest Rate Checking Each month a maintenance fee \$15 will be assessed. Activity fees of 20 cents for each check paid, 15 cents for each check deposited, and a currency deposited fee of 50 cents per \$1,000 will apply.
- Variable Interest Rate Business NOW Checking If the average available balance in the account is \$5,000 or greater, no per check fee will apply. If the average available balance is less than \$5,000, 10 checks paid each statement period will present without a fee and 20 cents for each additional check paid will apply. A maintenance fee of \$5 will be assessed each month if the average available balance is less than \$1,000.
- Variable Interest Rate Business Money Market Account (IMMA) If more than 6 checks are paid in a calendar month, an excessive check fee will be assessed of \$3 per check.
- Variable Interest Rate Prestige/Privilege Business Money Market Account (IMMA) If more than 6 checks are paid in a calendar month, an excessive check fee will be assessed of \$3 per check.

#### SAVINGS

- *Variable Interest Rate Business Savings Account* A maintenance fee of \$3 each month will be assessed if the daily ledger balance is less than \$250.
- Landlord Tenant Savings Account To accommodate the account requirements imposed by the state for all registered landlords, the Landlord Tenant Savings product will operate under the same terms and conditions as the Variable Interest Rate Business Savings account. The only provisions that are different for this product are no monthly service charges, the minimum opening deposit is \$1, and the minimum to earn interest is \$1.
- Investment Certificates & Jumbo Certificates of Deposit The minimum penalty for any early withdrawal will be \$35.

# Fee Schedule

C

Account Closed by Mail	\$35.00
Account Closed within first 3 Months	\$35.00
ATM fee (Non–Bank ATM)	\$2.00
Auto Pay Temporary Suspension Fee	\$35.00
Canadian Checks Deposited	\$5.00
Check Cashing (Non-Customer)	\$35.00
Check Images Returned with Statement	\$3.00 / month
Collections	\$35.00
Counter Checks	\$1.00 each
Deposited/Cashed Check Returned	\$10.00
Deposited ACH Item Returned	\$10.00
Duplicate Lien Release	\$35.00
Holiday Club Withdrawal or Closeout	\$5.00
Home Equity Line of Credit Fixed Rate Conversion	\$50.00 each occurrence
Inactive/Dormant Account (Checking)	\$5.00 / month
Inactive/Dormant Account (Savings)	\$3.00 / month
Legal Papers Served on Account	\$100.00
Letter of Protest	\$35.00
Money Order	\$3.00
Notary Fee	\$2.00 Each Document
Official Check (Treasurer's Check)	\$5.00
Non-Sufficient Funds & Returned Items	\$35.00 per item
Replacement Loan Coupon Book	\$10.00
Replacement of Lost ATM, VISA, HSA Check Card	\$5.00
Statement Copy	\$5.00 per statement
Stop Payment	\$35.00
Stop Payment fee when using Business Banker	\$30.00
Sustained Overdraft Fee	\$35.00
Savings and Line of Credit Overdraft Protection	\$3.00 each transfer
Unavailable Funds	\$35.00 per item
Undeliverable Mail Fee	\$5.00 per statement
Wire Transfer: Incoming (Domestic or Foreign) Outgoing (Domestic) Outgoing (Foreign)	\$15.00 \$25.00 \$40.00
Research Research per hour	\$50.00
Personalized Check Orders and Deposit Tickets Price depends on style and quantity ordered	

Last Revised 4/1/2013

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Please be advised, when the word "Bank" is referenced in these documents, it is intended to represent *Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, a Division of Chemung Canal Trust Company.* 

THE FOLLOWING TERMS APPLY TO ALL NOT FOR PROFIT CHECKING ACCOUNTS.

- A minimum deposit is required to open any non-profit deposit account
- All accounts are subject to fees for transactions made at non-Bank ATM terminals
- All accounts are subject to fees for overdraft and other banking services listed in this schedule
- All rates are subject to change at bank's discretion

CHECKING

- Non Profit Checking No monthly maintenance fees, no per check charges, or no minimum balance requirement fees will be assessed.
- Variable Interest Rate Non Profit NOW Account No monthly maintenance fees, no per check charges, or minimum balance requirement fees will be assessed. The account will earn interest on the daily ledger balance at the following tiered interest rates:

As of \_\_\_\_\_\_ those rates are:

Less than \$1,000 will earn a rate of% with and APY of%	
\$1,000 and \$24,999 will earn a rate of% with an APY of%	
\$25,000 and \$99,999 will earn a rate of% with an APY of%	
\$100,000 and \$499,999 will earn a rate of% with an APY of	%
\$500,000 and \$999,999 will earn a rate of% with an APY of	%
Greater than \$1,000,000 will earn a rate of% with an APY of	_%

• Variable Interest Rate Non Profit Insured Money Market Account (IMMA) – No monthly maintenance fees, no per check charges, or minimum balance requirement fees will be assessed. The account will earn interest on the daily available balance at the following tiered interest rates:

As of those rates are:

Less than \$1,000 will earn a rate of	_% with and APY of%	6
\$1,000 and \$24,999 will earn a rate of	% with an APY of	_%
\$25,000 and \$99,999 will earn a rate of	% with an APY of	%
\$100,000 and \$499,999 will earn a rate of	% with an APY of	%
\$500,000 and \$999,999 will earn a rate of	% with an APY of	%
Greater than \$1,000,000 will earn a rate of	of% with an APY of	%

SAVINGS

- Variable Interest Rate Non Profit Savings Account A maintenance fee of \$3 each month will be assessed if the daily ledger balance is less than \$250.
- Investment Certificates & Jumbo Certificates of Deposit Minimum penalty for any early withdrawal will be \$35.

# Fee Schedule

C

Account Closed by Mail	\$35.00
Account Closed within first 3 Months	\$35.00
ATM fee (Non–Bank ATM)	\$2.00
Auto Pay Temporary Suspension Fee	\$35.00
Canadian Checks Deposited	\$5.00
Check Cashing (Non-Customer)	\$35.00
Check Images Returned with Statement	\$3.00 / month
Collections	\$35.00
Counter Checks	\$1.00 each
Deposited/Cashed Check Returned	\$10.00
Deposited ACH Item Returned	\$10.00
Duplicate Lien Release	\$35.00
Holiday Club Withdrawal or Closeout	\$5.00
Inactive/Dormant Account (Checking)	\$5.00 / month
Inactive/Dormant Account (Savings)	\$3.00 / month
Legal Papers Served on Account	\$100.00
Letter of Protest	\$35.00
Money Order	\$3.00
Notary Fee	\$2.00 Each Document
Official Check (Treasurer's Check)	\$5.00
Non-Sufficient Funds & Returned Items	\$35.00 per item
Replacement Loan Coupon Book	\$10.00
Replacement of Lost ATM, VISA, HSA Check Card	\$5.00
Statement Copy	\$5.00 per statement
Stop Payment	\$35.00
Stop Payment fee when using Business Banker	\$30.00
Sustained Overdraft Fee	\$35.00
Savings and Line of Credit Overdraft Protection	\$3.00 each transfer
Unavailable Funds	\$35.00 per item
Undeliverable Mail Fee	\$5.00 per statement
Wire Transfer: Incoming (Domestic or Foreign) Outgoing (Domestic) Outgoing (Foreign)	\$15.00 \$25.00 \$40.00
Research Research per hour	\$50.00
Personalized Check Orders and Deposit Tickets Price depends on style and quantity ordered	

Last Revised 4/1/2013

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#### **PUBLIC FUNDS FEE SCHEDULE**

Please be advised, when the word "Bank" is referenced in these documents, it is intended to represent *Chemung Canal Trust Company* and/or *Chemung Canal Trust Company DBA Capital Bank, a Division of Chemung Canal Trust Company.* 

# THE FOLLOWING TERMS APPLY TO ALL PUBLIC FUNDS CHECKING ACCOUNTS.

- A minimum deposit is required to open any public fund deposit account
- All accounts are subject to fees for transactions made at non-Bank ATM terminals
- All accounts are subject to fees for overdraft and other banking services listed in this schedule
- All rates are subject to change at bank's discretion

#### CHECKING

- *Public Funds Checking* No monthly maintenance fees, no per check charges, or minimum balance requirement fees will be assessed.
- *Variable Interest Rate Public Funds NOW Account* No monthly maintenance fees, no per check charges, or minimum balance requirement fees will be assessed. The account will earn interest on the daily ledger balance at the following tiered interest rates:
- As of \_\_\_\_\_\_ those rates are:

Less than \$1,000 will earn a rate of% with and	l APY of%
\$1,000 and \$24,999 will earn a rate of% with an	n APY of%
	an APY of%
\$100,000 and \$499,999 will earn a rate of% wit	h an APY of%
\$500,000 and \$999,999 will earn a rate of% wit	h an APY of%
Greater than \$1,000,000 will earn a rate of% wi	ith an APY of%

• Variable Interest Rate Public Funds Insured Money Market Account (IMMA) – No monthly maintenance fees, no per check charges, or minimum balance requirement fees will be assessed. The account will earn interest on the daily available balance at the following tiered interest rates:

As of those rates are:	
Less than \$1,000 will earn a rate of% with and APY of%	
\$1,000 and \$24,999 will earn a rate of% with an APY of%	
\$25,000 and \$99,999 will earn a rate of% with an APY of%	
\$100,000 and \$499,999 will earn a rate of% with an APY of	%
\$500,000 and \$999,999 will earn a rate of% with an APY of	%
Greater than \$1,000,000 will earn a rate of% with an APY of	_%

#### SAVINGS

- Variable Interest Rate Public Fund Savings Account A maintenance fee of \$3 each month will be assessed if the daily ledger balance is less than \$250.
- Investment Certificates & Jumbo Certificates of Deposit Minimum penalty for any early withdrawal will be \$35.

Continued next page

# Fee Schedule

C

Account Closed by Mail	\$35.00
Account Closed within first 3 Months	\$35.00
ATM fee (Non–Bank ATM)	\$2.00
Auto Pay Temporary Suspension Fee	\$35.00
Canadian Checks Deposited	\$5.00
Check Cashing (Non-Customer)	\$35.00
Check Images Returned with Statement	\$3.00 / month
Collections	\$35.00
Counter Checks	\$1.00 each
Deposited/Cashed Check Returned	\$10.00
Deposited ACH Item Returned	\$10.00
Duplicate Lien Release	\$35.00
Holiday Club Withdrawal or Closeout	\$5.00
Inactive/Dormant Account (Checking)	\$5.00 / month
Inactive/Dormant Account (Savings)	\$3.00 / month
Legal Papers Served on Account	\$100.00
Letter of Protest	\$35.00
Money Order	\$3.00
Notary Fee	\$2.00 Each Document
Official Check (Treasurer's Check)	\$5.00
Non-Sufficient Funds & Returned Items	\$35.00 per item
Replacement Loan Coupon Book	\$10.00
Replacement of Lost ATM, VISA, HSA Check Card	\$5.00
Statement Copy	\$5.00 per statement
Stop Payment	\$35.00
Stop Payment fee when using Business Banker	\$30.00
Sustained Overdraft Fee	\$35.00
Savings and Line of Credit Overdraft Protection	\$3.00 each transfer
Unavailable Funds	\$35.00 per item
Undeliverable Mail Fee	\$5.00 per statement
Wire Transfer: Incoming (Domestic or Foreign) Outgoing (Domestic) Outgoing (Foreign)	\$15.00 \$25.00 \$40.00
Research Research per hour	\$50.00
Personalized Check Orders and Deposit Tickets Price depends on style and quantity ordered	

Last Revised 4/1/2013

Member FDIC Equal Housing Lender

# WELCOME TO CANALCARE

CanalCare is a pledge from every one of us at Chemung Canal Trust Company to do everything within our power to make your business with us as helpful, friendly, prompt and courteous as possible. If it means meeting with you outside normal business hours or on a weekend, we'll do it. CanalCare also means we'll return your calls and answer your questions quickly. You'll receive fast answers on loan applications, and knowledgeable help offered professionally with no "hard sell" approach. Since people like to do business with people they like, we're committed to treating our clients and each other with the utmost courtesy and respect. We want to make your banking experience a pleasure instead of an errand.



We know our CanalCare efforts are working and appreciated by our clients — and we thank them for voting us as the Best Bank of the Twin Tiers.



# We're with you every step of the way.

Chemung Canal Trust Company Building relationships since 1833

# **Chemung Canal Trust Company and Capital Bank office locations**



## MAIN OFFICE

1. One Chemung Canal Plaza, Elmira

#### BRADFORD COUNTY

- 2. Canton: 5 West Main St.
- 3. Towanda: 304 Main St.
- 4. Troy: 159 Canton St.

#### BROOME COUNTY

- 5. Binghamton: 127 Court St.
- 6. Johnson City: Oakdale Mall,
- 601-635 Harry L. Dr.
- 7. Vestal: 100 Rano Blvd.

#### CAYUGA COUNTY

- 8. Auburn: 120 Genesee Street
- 9. Auburn: 185 Grant Street

#### CHEMUNG COUNTY

- 10. Big Flats: 437 Maple St.
- 11. Elmira: 628 W. Church St.
- 12. Elmira Heights: 100 W. McCanns Blvd.
- 13. Horseheads: 29 Arnot Rd.
- 14. Horseheads: 602 S. Main St.
- 15. Southport: 951 Pennsylvania Ave.

# CORTLAND COUNTY

16. Cortland: 1094 Highway 222

#### SCHUYLER COUNTY

- 17. Montour Falls: 303 W. Main St.
- 18. Watkins Glen: 318 N. Franklin St.

SENECA COUNTY 19. Seneca Falls: 54 Falls St.

## STEUBEN COUNTY

- 20. Bath: 410 W. Morris St.
- 21. Corning: 149 W. Market St.
- 22. Painted Post: 243 N. Hamilton St.

#### TIOGA COUNTY

- 23. Owego: 203 Main St.
- 24. Owego: 1054 State Route 17C
- 25. Waverly: 405 Chemung St.

#### TOMPKINS COUNTY

- 26. Ithaca: Community Corners, 909 Hanshaw Rd.
- 27. Ithaca: 304 Elmira Rd.
- 28. Ithaca: 202 The Commons
- 29. Ithaca: The Station, 806 W. Buffalo St.

# Chemung Canal Trust Company

chemungcanal.com capitalbank.com

## **CAPITAL REGION**

- 1. Albany: 1375 Washington Ave.
- 2. Albany: 65 Wolf Rd., Suite 107
- 3. Clifton Park: 7 Southside Dr.
- 4. Latham: 581 Loudon Rd.
- 5. Slingerlands: 1365 New Scotland Rd.

All locations offer 24-hour ATM services. For office hours and a list of all Chemung Canal Trust Company and Capital Bank ATMs, please visit our websites at chemungcanal.com and capitalbank.com.