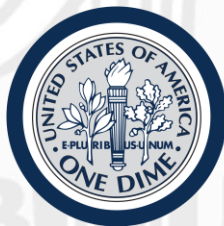


THE DIME BANK

AGREEMENTS, DISCLOSURES AND POLICIES

- [Privacy Policy](#)
- [Electronic Privacy Policy](#)
- [Do Not Call Policy](#)
- [USA Patriot Act](#)
- [Dime On Line Home Banking Service Agreement](#)
- [Dime On Line Bill Payment Service Agreement](#)
- [Electronic Fund Transfers](#)
- [Payment Privilege Customer Overdraft Policy](#)
- [Funds Availability Disclosure](#)



**THE
DIME
BANK**

FACTS**WHAT DOES THE DIME BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

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

What?

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

- Social Security number and credit history
- Payment history and overdraft history
- Transaction history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

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 The Dime Bank chooses to share; and whether you can limit this sharing.

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

Questions?

Call 1-888-4MY-DIME or go to www.thedimebank.com/locations.htm

Who we are

Who is providing this notice?	The Dime Bank
--------------------------------------	---------------

What we do

How does The Dime Bank protect my personal information?	<p>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.</p> <p>We restrict access to nonpublic information about you to those employees who need that information to provide services to you.</p>
How does The Dime Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or apply for a loan ■ provide account information or show your driver's license ■ make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>The Dime Bank does not share with affiliates so they can market to you.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>The Dime Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>The Dime Bank does not jointly market.</i>

THE DIME BANK ELECTRONIC PRIVACY POLICY

The Dime Bank respects your privacy. Through our website, we strive to provide valuable information to you about how we may serve you. Whether you are a valued existing customer or someone shopping for new bank services, we hope our site answers your questions about our products and services.

Cookies, (small electronic files placed on your computer), are used by this website to estimate our audience size. Each browser accessing our site is given a unique cookie which is then used to determine whether a user is a first time visitor or a return visitor. This helps us deliver better service by helping us understand whether the majority of those accessing the site are new or repeat visitors.

If you chose to contact us via e-mail, please keep in mind that your e-mail address and any other information in your e-mail header will be revealed to us in the e-mail message. We pledge, however, that when you communicate with us via e-mail, we will use your e-mail information only for the specific purpose of responding to your comments, questions or forms. Your e-mail address will not be sold, nor will it be shared with others outside the bank unless we are compelled to do so by law.

THE DIME BANK DO NOT CALL POLICY

INTRODUCTION:

Marketing is a vital function for The Dime Bank. The efforts of this process serve the Bank in numerous ways including: to promote the overall awareness of the institution; to draw attention to the product and service mix that the Bank offers; to match those products and services to the needs of our customers, both existing and potential; and to enhance the overall growth of the Bank.

One of the methods by which marketing efforts are conducted involves the use of telephonic communications. The purpose of this Policy is to establish procedures for marketing-directed telephone calls made by, or on behalf of the Bank, so as to ensure compliance with all applicable laws and regulations.

GUIDELINES:

The Board of Directors of The Dime Bank (the "Bank") hereby adopts this Policy to govern the actions of the Bank's management, staff, and agents, with regard to the legally required maintenance of a "Do Not Call" list pursuant to 47CFR 64.1200(d) and any and all successors to that regulation.

It shall be the Policy of the Bank that no employee or agent of the Bank shall make unsolicited telephone calls to residential telephone subscribers who are not customers of the Bank for the purpose of promoting or selling products or services of the Bank.

Bank employees and/or agents may make telephone calls to existing customers of the Bank for the purpose of promoting or selling bank products and/or services.

If any employee of, or agent for the Bank receives a request from a residential telephone subscriber customer requesting that he/she be placed on the Bank's "Do Not Call" list, the Bank shall take prompt action to place the customer's name on its "Do Not Call" list within thirty (30) calendar days from the customer's request.

Once a Bank customer's name is placed on the Bank's "Do Not Call" list, no telephone calls will be made to the customer by bank employees and/or its agents for the purpose of promoting or selling Bank products or services.

Residential telephone subscriber customers of the Bank will always have the option to rescind their decision to have their name placed on the Bank's "Do Not Call" list. In that event, these customers may then be telephonically contacted by the Bank and/or its agents for the purpose of promoting or selling bank products or services.

POLICY RESPONSIBILITY:

The primary responsibility for the implementation of, and adherence to, procedures to ensure compliance with this Policy shall be that of the Bank's Marketing Manager.

POLICY AVAILABILITY:

Any member of the public may view this policy during regular banking hours, after first having made a reasonable request to do so, to the Bank's Marketing Officer.

POLICY REVIEW AND REVISIONS:

This Policy shall be reviewed, and may be revised, on an annual basis by the Bank's Board of Directors.

As required by the
USA PATRIOT ACT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all institutions making financial transactions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

- When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.
- We may also ask to see your driver's license or other identifying documents.
- In some cases, identification will be requested for those individuals who are already customers prior to the effective date of the customer identification requirements if original documentation was not obtained with the opening of the account.

As always, protection of your identity and confidentiality remains our pledge to you. Thank you for your understanding and for joining us in securing a safer tomorrow.

THE DIME BANK
DIME ON LINE HOME BANKING SERVICE AGREEMENT

This agreement describes your rights and obligations as a user of the Home Banking service, as well as the rights and obligations of The Dime Bank. Please read this agreement carefully. By requesting and using this service, you agree to comply with this agreement.

THE FOLLOWING DEFINITIONS APPLY IN THE AGREEMENT

- 1) "DOL" – Dime on Line.
- 2) "Home Banking" is the Internet-based service providing access to your Dime Bank Account(s).
- 3) "Home Banking Account" is a Dime Bank account from which you will be conducting transactions using an Internet-based Service.
- 4) "Password" is for use during the initial sign-on, or the password you select after the initial sign-on, that establishes your connection to the Service.
- 5) "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time as applicable.
- 6) "We" refers to The Dime Bank which offers the services and which holds the services.

ACCESS TO SERVICES

We will provide instructions on how to use the DOL Home Banking Service. You will gain access to your DOL Home Banking Account(s) through the use of your Internet-enabled device, your Internet Service Provider (ISP), your DOL ID# and Password.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your password has been lost or stolen, call us immediately at **(570) 253-1970** or **(888)-4MY-DIME** from 8:30 A.M. to 4:00 P.M. Monday through Friday, excluding holidays. If you believe your password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission had you told us, you could lose as much as \$500.00.

BANKING TRANSACTIONS WITH DOL HOME BANKING

In addition to viewing account information, you may use DOL Home Banking to transfer funds between your DOL account(s), make loan payments, stop payments, and order checks.

Refer to Electronic Funds Transfers (EFT) disclosure for certain restrictions regarding transfers.

New services may be introduced for DOL Home Banking from time to time. By using these services when they become available, you agree to be bound by the rules which will be made available to you concerning these services.

HOURS OF OPERATION

The services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, our business days are Monday through Friday, excluding holidays. All DOL Home Banking transaction requests received after 6:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which we are closed, will be processed on the next business day. Business day begins at 8:30 a.m.

MODIFICATIONS TO THIS AGREEMENT

We may modify the terms and conditions applicable to services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by law. We reserve the right to terminate this Agreement and your use of the services in whole or in part at any time without prior notice.

STATEMENTS

You will continue to receive your regular account statement monthly.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

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

- 1) Where it is necessary for completing transfers;
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- 3) In order to comply with government or court orders, or other reporting requirements;
- 4) If you give us your written permission.

INACTIVITY AND TERMINATION

You are responsible for complying with this Agreement and with the terms of the Agreement governing deposit or loan accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not comply with the Agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services.

If you are not paying a monthly service charge for the service, we may convert your account to inactive status if you do not sign on to the service or have any transaction scheduled through the service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the service activated before you will be able to schedule any transaction through the service. If your account is inactive for a 180 day period, the system will automatically terminate the ID for security purposes.

To cancel the DOL Home Banking Service, you must notify us in writing stating you are discontinuing DOL Home Banking and provide your name, address, and the effective date to stop the service. You may notify us by one of the following methods:

- 1) By sending an e-mail by using the contact button provided on The Dime Bank's account listing page.
- 2) By writing a letter and either giving it to a customer service representative, branch manager or Electronic Banking department or sending it to the following address:
The Dime Bank, 820 Church Street, P.O. Box 509, Honesdale PA 18431.

GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Pennsylvania and applicable federal law.

FEE SCHEDULE

Fees for The Dime Bank:

- \$35.00 – stop payment fee per transaction
- \$28.00 – overdraft fee per item that overdraws your checking account

THE DIME BANK DIME ON LINE BILL PAYMENT SERVICE AGREEMENT

Bill Payment service may be provided through a third party or affiliate. This agreement describes your rights and obligations as a user of the Bill Payment service, as well as the rights and obligations of The Dime Bank. Please read this agreement carefully. By requesting and using this service, you agree to comply with this agreement.

THE FOLLOWING DEFINITIONS APPLY IN THIS AGREEMENT

- 1) "Bill Payment" is the Internet-based service providing access to your bill payment account.
- 2) "Bill Payment Account" is a Dime Bank Checking Account from which you will be conducting transactions using an Internet-based service.
- 3) "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable.
- 4) "We" refers to The Dime Bank which offers the services and which holds the services.

ACCESS TO SERVICES

We will provide instructions on how to use the Bill Payment service. You will gain access to your Bill Pay account through the use of your Internet-enabled device, your Internet Service Provider (ISP), your DOL ID# and Password.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties. Your Bill Payment Account must be a Dime Bank Checking Account.

All payments you make will be deducted from the account you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this service must be payable in U.S. Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees. You should not use the Bill Payment service to make payments to settle securities purchases, payments to interest bearing accounts, government payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay account on the scheduled payment date. If funds are not available on the scheduled processing date, the Bill Pay system will automatically re-try every day until such funds are available or until the payment is cancelled. All bill payments must be scheduled on a Business Day. Any new payments scheduled over a weekend will be processed on Monday. If the date you scheduled a payment to be initiated falls on a holiday, funds must be available the day following the holiday. The Bank may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount weekly, bi-weekly, monthly, semi-monthly, quarterly, semi-annually, and annually. You should schedule a payment to a new payee at least five (5) business days before any payment due date for check payment, or three (3) business days before any payment due date for electronic payment.

For all subsequent check payments, you agree to allow at least five (5) business days between the date you schedule a payment to be initiated and the payment due date. For all subsequent electronic payments, you agree to allow at least three (3) business days between the date you schedule a payment to be initiated and the payment due date, that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period. You will be responsible for all late fees, finance charges, or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, notify The Dime Bank.

We will not be liable for damages you incur if you do not have sufficient funds in your Bill Pay account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number, for the failure of any payee to correctly account for or timely credit the payment, or for any other circumstances beyond our control.

If the payment is received prior to one (1:00) p.m. Monday through Friday, it will be considered to have been received on that day. Otherwise, it will be considered received on the following business day and will process at three (3:00) a.m. For all entries made using the service, the time recorded by the Online Banking Service controls.

The way to add, edit or delete a payment is to use the service. You may add, edit, or delete payments scheduled any time prior to the one (1:00) p.m. or three (3:00) a.m. processing time. If you wish to stop a check payment after it is issued, you must contact The Dime Bank. Stop payment fee may apply, as set in the fee schedule.

TERMINATION

You are responsible for complying with this agreement and with the terms of the agreement governing deposits which you access using Bill Payment services. We can terminate your electronic banking privileges under this agreement without notice to you if you do not comply with the agreement governing your deposit accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this agreement or your use of the services.

To cancel the DOL Bill Payment service, you must notify us in writing stating you are discontinuing DOL Bill Payment service and provide your name, account number, address, and the effective date to stop the service. Send to:

The Dime Bank, Bill Payment Service, 820 Church Street, P.O. Box 509, Honesdale PA 18431.

ELECTRONIC MAIL

If you send us an electronic mail message we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail.

You should NOT rely on electronic mail if you need to communicate with us immediately.

OTHER AGREEMENTS

In addition to these agreements, you agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Home Banking service or the Bill Payment service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of the agreement. We will automatically deduct the fees related to this service from your Bill Pay account the month after they have occurred.

THE DIME BANK
ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS

(a) Prearranged Transfers.

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).

(b) Telephone Transfers. You may access your account(s) by telephone at **570-253-6000** using a touch tone phone, your account numbers, and PIN to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings to club accounts;
- Make payments from checking to loan accounts with us;
- Get checking account(s) information;
- Get savings account(s) information.

(c) ATM Transfers. You may access your account(s) by ATM using your MasterMoney card and personal identification number to:

- Make deposits to checking account(s);
- Make deposits to savings account(s);
- Get cash withdrawals from checking account(s). You may withdraw no more than \$500.00 per day;
- Get cash withdrawals from savings account(s). You may withdraw no more than \$500.00 per day;
- Transfer funds from savings to checking;
- Transfer funds from checking to savings;
- Get checking account(s) information;
- Get savings account(s) information;
- Withdrawals from business checking may be no more than \$1,000.00 per day.

(d) Point-Of-Sale Transactions. Using your card:

- You may access your checking account to purchase goods in person, by phone, by computer;
- Pay for services in person, by phone;
- Get cash from a merchant, if the merchant permits, or from a participating financial institution;
- Do anything that a participating merchant will accept;
- You may not exceed more than \$2,000.00 in transactions per day;
- Purchases with a business debit card can be no more than \$5,000.00 per day.

(e) Computer Transfers. You may access your account(s) by computer by logging on to www.thedimebank.com and using your user ID and password to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings to club accounts;
- Make payments from checking to loan accounts with us;

(f) Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by typing <https://airteller.com/thedimebank> and using your cell phone, and user ID and password to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings to loans and club accounts;
- Make payments from checking to loan accounts with us;

- Make payments from checking and savings to your loan;
- Get checking account(s) information;
- Get savings account(s) information;
- Get loan or club information;
- Pay bills to payees currently set up on Dime On Line;
- All accounts designated must have transfer selected upon enrollment;
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

GENERAL LIMITATIONS

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

- Transfers or withdrawals from a savings and money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- A \$12.00 excess debit fee will be assessed for those transactions exceeding the above limitations.

FEES

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

DOCUMENTATION

(a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using a(n):

- Automated teller machine;
- Point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15.00 or less.

(b) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at **570-253-1970** to find out whether or not the deposit has been made.

(c) In Addition,

You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

(a) 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 us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431** in time for us to receive your request three (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. We charge \$28.00 for each stop payment.

(b) 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.)

(c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

(a) Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 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.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers 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 as explained in the separate Privacy Disclosure.

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 two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and /or code without your permission. Also, if you do NOT tell us within two (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 \$500.00. 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 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 period.

MasterCard® Debit Card. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions, if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft;
- You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and
- Your account is in good standing.

If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. “Unauthorized use” means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431**. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431**, 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 determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

For problem resolutions call us at **570-253-1970** or write to:

The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431

Our Business days are Monday through Friday – Holidays not included.

THE DIME BANK PAYMENT PRIVILEGE CUSTOMER OVERDRAFT POLICY

Effective: May 1, 2013

This Policy is a statement of how The Dime Bank will handle customers' overdrafts using our discretionary Payment Privilege Overdraft Protection Program. At any time after this service is made available you may opt out by contacting the bank, via phone at (570-647-4092), in person at any one of our branch offices, or in writing at:

**The Dime Bank
Attention Deposit Operations
P O Box 509
Honesdale PA 18431**

An overdraft is a situation that occurs as a result of an insufficient balance in your checking account. An insufficient balance could result in several ways, such as:

- (a) The payment of checks, electronic funds transfer, or other withdrawal request;
- (b) Payments authorized by you;
- (c) The return of unpaid items deposited by you;
- (d) The imposition of bank service charges; or
- (e) The deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid.

The bank will charge a fee for overdrafts created by:

- (a) Check;
- (b) In-person withdrawal; or
- (c) ACH transactions.

If you have Payment Privilege Overdraft Protection and you authorize us to pay ATM and everyday debit card transactions, we will also charge a fee for overdrafts caused by these transactions. Your Payment Privilege limit will be included in your available balance:

- (a) Provided by an employee in person or by phone;
- (b) Through our Dime-On-Line internet banking service.

Your payment privilege should only be used to cover inadvertent overdrafts as a safety net to help in emergencies where you may have a shortage of funds in your account. We are not obligated to pay any item presented for payment if your account does not have sufficient funds and we may refuse to pay an overdraft at any time. However, if you maintain your account in good standing by demonstrating good account management and avoiding excessive overdrafts, as a non-contractual courtesy we may pay the items and charge the bank's standard overdraft charge of \$35.00 per item up to a maximum of \$175.00 per day. The fees charged per day will deplete your overdraft limit along with the transactions presented for payment. Your transactions may not be processed in the order in which you transact them and the bank will deduct them from your account in the order we receive them:

- (a) Transfers authorized via an agreement between you and the bank;
- (b) Transfers authorized via our Dime On Line internet banking product;
- (c) Transfers authorized via our Mobile Dime mobile banking product;
- (d) Transactions using your Dime Bank MasterCard debit card;
- (e) In person transactions at our teller window;
- (f) Transactions processed via a telephone conversation with a bank employee; and
- (g) Checks presented for payment will be processed in serial number order as they are received.

You will be notified by U.S. Mail of any insufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our standard overdraft charge that you owe us shall be due and payable upon demand.

You must bring your account balance to a positive balance within 30 days of the initial overdraft. Failure to do so will result in a 30 day letter noting that your privileges have been suspended. You will receive an excessive use letter after you receive three 30 day notice letters. Your account will be monitored for excess overdraft usage and you will be notified via the telephone with a subsequent notice to follow explaining the options available to you. Excess overdrafts may cause your payment privilege overdraft protection to be revoked and we will notify you via US mail when this occurs.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft, plus our standard overdraft charge. Payment Privilege is available to individually owned accounts in good standing for personal or household use. The Dime Bank reserves the right to limit participation to one account per household.

OTHER FORMS OF DISCRETIONARY OVERDRAFT PROTECTION

Transfer Sweeps From Another Deposit Account

- To obtain this product you must sign an agreement authorizing the bank to transfer funds from another account to cover your overdrafts.
- The fee for this service is \$10.00 per transfer and will be included in the amount transferred.
- Partial transfers can be authorized if the balance in the account the monies are coming from does not cover the overdrawn balance and the fee.
- If a transfer is set up between a savings or a money market account to the checking account limitations may apply.

Ready Credit

- Ready Credit is a line of credit which is subject to credit approval. You must fill out a loan application and apply for this product.
- The rate of interest is tied to Predominant New York Prime as published in the Wall Street Journal plus 6% fluctuating and changing as Prime Changes. The interest rate will never be less than 10% or greater than 18%. A statement is sent to you via US Mail.
- A payment will be automatically deducted from your checking account twenty one (21) days after the statement date. The payment will be tiered depending on the outstanding balance due.
- There is an annual fee of \$50.00 which will be automatically deducted from your checking account on the anniversary date of the loan. There may be a late fee of 5% of the outstanding balance if the monies are not available when the payment is due.

THE DIME BANK MEMBER FDIC **FUNDS AVAILABILITY DISCLOSURE**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on one of our business days that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200.00 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit.

We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and made in person to one of our employees. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.