

Regulation E Disclosure - DNB E-Z LINK Internet Banking  
Electronic Funds Transfer Agreement and Disclosures

Financial Institution: The Delaware National Bank of Delhi, 124 Main Street, Delhi, NY 13753

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth you and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The word "code" means a User ID or Password.

E-Z LINK Internet  
Banking

Brief Description: You may access your account by your personal computer 24 hours a day.

Types of Internet Banking Services: You may access your accounts by using the User ID and Password assigned to you and your account numbers in our Internet Banking System. At the present time, you may use the system to:

- Obtain balance information on your accounts
- View check images
- Transfer funds between your accounts
- Make loan payments
- Verify the dates and amounts of your deposits
- Determine which checks and withdrawals have cleared your account(s)
- Download history to popular personal finance software programs
- Pay Bills

Limitations on Frequency and Amount:

- There are no limits on the number of inquiries or transfers you may make per day. Transfers from Money Market or Savings Accounts are limited to six (6) per statement cycle.
- There is no dollar limit to the amount you may transfer.

Fees and Charges for Internet Banking Transactions:

- There is no fee to use all of the features of Internet banking
- There is no fee to use the Bill Payment option
- There is a \$30.00 stop payment fee.
- There is a charge of \$3.00 per item to obtain copies of checks written on a customer's behalf by the bill payment service

The following limitations may be applicable to your accounts, except as provided by law:

**Liability for Unauthorized Transfers.** Tell us, AT ONCE, if you believe your DNB EZ Link Internet Banking has had any unauthorized transactions. 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, you can lose no more than \$50.00 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized access, and we can prove that we could have stopped someone from accessing your account 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, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from accessing your account 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. If you believe that your User ID or Password have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (855) 413-3544, or write us at The Delaware National Bank of Delhi, PO Box 508, Delhi, NY 13753.

**Business Days.** For the purposes of this Reg E Disclosure, our business days are Monday through Friday. Holidays are not included.

**Documentation - Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Stop Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at (855) 413-3544 or write us at PO Box 508, Delhi, NY 13753, 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. We will charge you \$30.00 for each stop payment order you give. 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. 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. Our bill payment feature allows you to cancel preauthorized bill payments until 3:00 p.m. on the day that you have scheduled the payment to be made.

**Our 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 money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **(855) 413-3544**, or write us at **PO Box 508, Delhi, NY 13753** 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 sixty (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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for the action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country, or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

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

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

**Password & User ID.** A Password and User ID are issued to you for your security purposes. These are confidential and should not be disclosed to third parties. You are responsible for safekeeping your Password and User ID. You agree not to disclose or otherwise make your Password or User ID available to anyone not authorized to sign on your accounts.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of DNB EZ LINK Internet Banking Services.** You agree that we may terminate this Agreement and your use of Internet Banking services, if:

- You or any authorized user of your Password or User ID breach this or any other agreement with us;
- We have reason to believe that there has been unauthorized use of your Password or User ID;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited. We reserve the right to refuse any transaction

which would draw upon insufficient funds, exceeds a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Electronic Deposits and Passbook Savings Accounts.** Our bank does not permit electronic funds deposits and other electronic transactions to passbook savings accounts.