Bank of Utica

Member FDIC

www.bankofutica.com

222 Genesee Street
Utica, New York 13502

Information	315-797-2700
Deposit Operations	315-797-2761
Toll Free	800-442-1028
24 Hr. Banking	315-797-2710

ELECTRONIC FUND TRANSFERS AND QUICKDRAW® VISA DEBIT CARD DISCLOSURE

This disclosure will explain your rights and responsibilities if you use any of the Electronic Fund Transfer services, including the use of your Quickdraw® Visa Debit/ATM Card, as described herein.

Business Days
Our business days are Monday through Friday from 9:00 a.m. to 5:00 p.m. Our drive-in is open until 5:30 p.m. on Fridays. We observe federal holidays and are closed for business on those days. For Online Bill Pay, payments made before 5:00 p.m. will post as of the current day. Transactions after 5:00 p.m. will be posted on the next business day.

If you make a deposit using our Mobile Banking App (Mobile Deposit), **your deposit must be made before 3:45 p.m. EST to be considered the same day.** If the deposit is received after the time listed above or on a day that we are not open, then we will consider the deposit made the next business day. Processing may be delayed if your deposit requires us to conduct an additional review. Funds deposited at an ATM or Point of Banking terminal that we do not own or operate will be available when we receive them, which is usually the second business day after the day of your deposit.

Types of Electronic Transactions
Transactions at an Electronic Terminal - These include transactions made at terminals such as an Automatic Teller Machine (ATM), Point of Sale (POS), Point of Banking (POB), or at any location accepting Visa transactions. You may withdraw cash, make deposits, or transfer funds between your checking and savings accounts, or you may pay for purchases using your checking account. Some of these services may not be available at all terminals.

Pre-authorized Credits - These are deposits you have arranged to be made directly to your account at least once every 60 days from the same person or company.

Pre-authorized Debits - These are automatic payments that you have authorized to have charged to your account on a regular basis.

Online Banking, Online Bill Pay, Mobile Banking, and Mobile Deposit – access your account, make transfers, pay bills or deposit checks using a computer, a tablet or a mobile phone. **Online Bill Pay has a daily maximum of $100,000. The maximum daily mobile deposit amount is $10,000.** To use Online Bill Pay you must be signed up for Online Banking and to use Mobile Deposit you must use our Mobile Banking system.

Zelle® Money Transfers – send or request money with Zelle® in our Mobile Banking app. See page 3 for transaction count and amount limits.

Telephone Transfers – check your account and make transfers using our automated Around-the-Clock Telephone Banking at 315-797-2710.

Other Payments Initiated by You – These may include payments that you initiate by phone or online directly from a company to whom you owe money. In this case, you will authorize the company to debit your Bank of Utica account for the amount of the payment.

Electronic Check Conversion – When you write a check in a store, the clerk may scan the check and give it back to you with your receipt converting it to an electronic debit. This is an authorization from you to Bank of Utica to make a one-time electronic fund transfer (EFT) from your account. If it is processed as an EFT, funds may be withdrawn from your account as soon as the same day you make your payment. You will see a description of the debit on your monthly statement.

Features of Your Quickdraw® VISA Debit/ATM Card

Your Quickdraw® Visa Debit/ATM card comes with EMV built-in chip technology. When you use your card, the embedded chip generates a one-time use code making it virtually impossible to counterfeit and helps reduce in-store fraud. As a Quickdraw® cardholder, your card can be used in a variety of ways – withdraw cash, transfer money between your checking and savings accounts at an ATM or make purchases anywhere that displays the Visa logo. When you use your debit card, the amount of your purchase is subtracted from your checking account. When your card is issued, you will be asked to sign it.

Quickdraw® cards can be used with a checking or money market account. There are no per-transaction limits on checking accounts. However, debit card purchases and transfers are included in the maximum transaction count for money market accounts, which is up to six debits per month (unlimited cash withdrawals at an ATM are allowed). You can also add your savings account although the only transactions you can do with this account are ATM withdrawals and transfers. A separate debit card can be used to pay for qualified health expenses out of your Health Savings Account (HSA) but cash withdrawals are not permitted.

For card activation and to set your Personal Identification Number (PIN), call 1-800-992-3808. No one else should know your PIN, not even the Bank. If you have reason to believe that your PIN is known by someone else, notify us immediately by phone at 315-797-2761 so that we can reissue you a new card with a new PIN. After business hours **call 1-800-472-3272 to deactivate your card**, and then call us during business hours to reissue your card. With respect to joint accounts, a debit card may be issued to each depositor whose signature appears on the signature card for the account. The card should be signed by the depositor to whom it is issued.

Your card has an expiration date on it. Shortly before the card expires, you will receive a new card. It will have the same PIN as your current card. After the expiration date, you will not be able to use the old card.

You will be given a receipt for a transaction at the time of any purchase, deposit, or withdrawal. Details of the transaction will also be printed on your monthly bank statement.

Transaction Information

As soon as withdrawals, purchases or transfers are completed, your **available** balance is immediately adjusted to reflect the debit. However, it may take up to three days for the transaction to be presented to the bank for posting to your account. For example if you use your Quickdraw® card at a gas station, they may post a small amount on your account (e.g. $1.00); however up to three days later the full amount of your purchase will post to your account. At the same time the $1.00 transaction will be removed from your account.

Automatic Teller Machines (ATMs) allow balance inquiries, cash withdrawals, and transfers. You may transfer funds to or from checking or savings as long as both accounts are tied to your Quickdraw® card. Withdrawals are usually processed in $20 increments. The minimum amount is $20 and the maximum amount per transaction is $1,000. Depending on the limits of the ATM you are using, you may be able to make one $1,000 transaction or you may have to make multiple transactions to receive $1,000.

For Quickdraw® card **cash transactions** – you may access the available balance in your account up to a maximum of $1,000 per day which may include the unused amount of your Check Credit line of credit.

For Quickdraw® **card purchases**, you may access the available balance in your account up to a maximum of $5,000 per day which may include the unused amount of your Check Credit line of credit.

For Quickdraw® **card transfers**, you may access the available balance in your account up to a maximum of $5,000 per day which may include the unused amount of your Check Credit line of credit.

POB CUSTOMER SERVICE LOCATIONS:
Point of Banking (POB) is a non-bank location most often found in a supermarket, usually at the service counter, in which the store clerk can act as a bank teller to aid you in completing your transaction. Balance inquiries, deposits, transfers, and withdrawals are allowed. You may also cash payroll and personal checks and receive cash back from partial check deposits. Specific dollar limits are outlined below.

Deposits - Maximum check or cash deposit is $5,000 per transaction.
Check Cashing - Checks may be cashed for a maximum of $600 within a 5 day period or a maximum of $600 cash back from a deposit provided that your **available** balance is large enough to cover the cash back amount (No third party checks allowed). The remainder must be deposited in your account.

POS RETAIL SALE LOCATIONS:
Point of Sale (POS) locations are retail sale locations which allow you to pay for your purchases by using your card and PIN or signature. At these locations, you can usually receive cash back with your purchase.

Purchases*:* Both PIN based and signature based purchases have a total daily limit of $5,000.
Cash back: Cash back is usually available at POS locations, for PIN based transactions. The cash back portion of the transaction will go against the cash transaction limits while the sale of goods part of the transaction will go against the purchase limits.

ZELLE® MONEY TRANSFERS
In our Mobile Banking App you can send and receive money fast[1] with Zelle®. With just an email address or U.S. mobile number, you can send money to people you know and trust, wherever they bank in the U.S[2].

Zelle® uses data encryption which offers users increased protection (in other words, your personal information is not stored anywhere) but it's not without risk. There is no pending status, no chargeback mechanism, and no buyer protection of any sort. **When someone sends money to someone else using Zelle®, it's essentially the same as handing them cash.**

Transaction Count and Amount Limits per Period (rolling 30 day):

Send Money – Within Minutes	$5 minimum, $1,000 maximum per transaction	15 per day/30 per period	$1,000 maximum per day/$3,000 per period
Send Money – Next day or Three Day	$5 minimum, $1,000 maximum per transaction	15 per day/30 per period	$1,000 maximum per day/$3,000 per period
Request Money	$5 minimum per transaction; You may request up to $100,000 but this is subject to the originating bank's daily send limit	30 per day/30 per period	

[1]Transactions between enrolled users typically occurs in minutes.
[2]U.S. checking or savings account required to use Zelle®.

You can only cancel a payment if the recipient has not yet enrolled with Zelle®. Within the mobile banking app, choose the payment you want to cancel, and then select "Cancel This Payment." There is a fee of $22 to stop a Zelle® payment.

If your recipient has already enrolled with Zelle®, the money is sent directly to your recipient's bank account and cannot be canceled.

If after two (2) weeks your intended recipient does not enroll with Zelle®, the funds will be returned to your registered account at no charge to you.

CARDHUB
CardHub is offered as part of our Mobile Banking Service. This is a real-time, fraud-fighting technology that puts you in control of how and when your Quickdraw® debit card is used:

- Turn off your debit cards if they're misplaced or stolen.
- Establish dollar amount limits, transaction types, geographic locations
- Track where your cards are being used
- Set alerts to keep you informed when your cards are used based on transaction amount, location, merchant type or transaction type.

Once you're signed in to Mobile Banking, scroll down to "Cards"  located at the bottom of your Accounts page to customize your debit card settings and see recent transactions.

ELECTRONIC BANKING NETWORKS
We are a member of the ACCEL/Exchange®, Cirrus®, and Visa® electronic banking networks. You will be able to use your Quickdraw® card at any ATM in the USA as well as ATMs in other parts of the world displaying these logos. You may also be able to use other networks. Some networks may have varying transaction limits. However such limits will be indicated at the ATM. You may also use your card for purchases at any merchant that displays the Visa® logo.

THERE ARE SOME FOREIGN COUNTRIES WHERE DEBIT CARD ACTIVITY IS BLOCKED DUE TO A HIGH INCIDENCE OF FRAUD. IF YOU ARE TRAVELING INTERNATIONALLY OR MAKING ONLINE PURCHASES FROM OTHER COUNTRIES, PLEASE CALL BANK OF UTICA TO CONFIRM THAT YOUR DEBIT CARD WILL WORK IN THE AREAS WHERE YOU ARE TRAVELING.

INFORMATION RELATED TO ALL ELECTRONIC FUNDS TRANSACTIONS

Funds Availability
Your **available** balance is the balance in your account including the total of checks deposited for which we have received credit from the bank on which these checks are drawn (see our Funds Availability brochure). All transactions require that the **available** balance in your account, plus any unused amount in your "Check Credit" line of credit, less approved transactions not yet posted, be sufficient to cover the amount requested. Check Credit is an overdraft protection plan for your checking account which allows you to exceed the balance in your account by the amount of your line of credit. Other account relationships with Bank of Utica have no bearing on the sufficient balance requirements for these transactions.

Limits on Transfers
There are no limits on the dollar amount or number of these transactions that you can make from a checking account. There are limits on the number of transactions that can be made from Money Market and Statement Savings Accounts. You are allowed 6 transfers per month. These include checks, debit card purchases, preauthorized debits, telephone transfers, Online Banking transfers and Online Bill Payments. See the section in this disclosure under "Quickdraw® Visa Debit/ATM Card" for limits on transactions and transfers when using your debit card.

Fees
Preauthorized credit or debit made to your personal checking account – no fee.
Transfers or payments through Around The Clock Telephone Banking, Online Banking or Mobile Banking – no fee.
Regular Online Banking Bill Payments – no fee.
There is a fee for certain exception transactions:

- $14.95 to have a rush delivery
- $9.95 for a same day bill payment
- $3.00 for Instant Payment – allows you to transfer money to someone else almost immediately from debit card to debit card.
- $.75 to request money from the account of someone else

Quickdraw® Visa Debit/ATM Card – no annual fee or per-transaction charges. Your card can also be used, at no charge, for purchases at any location which accepts Visa. There is also no charge if you make a deposit at a POB location, and no charge for POS transactions. There is a fee of $5 to replace a card that has been lost or accidentally destroyed. A $5.00 fee also applies if you request a second card for an account owner. However, if there is evidence

of suspected fraud, we will close the card and issue a new one at no cost to you. For your convenience, replacement cards for damaged cards will maintain pre-authorized payments and PIN.

ATMs – Bank of Utica's ATMs: 1. Located in our lobby and 2. In the first lane of our drive-in – are available at no charge. There is also no fee to use Allpoint ATMs which allow you to access over 55,000 ATMs worldwide.

Notice Regarding ATM/Debit Card Fees by Others
Although we do not charge you a fee for using an ATM owned by us or any ATM in the Allpoint Network, if you use another bank's ATM, you may be charged a fee by that bank. Likewise, while we do not charge you a fee to use your debit card for a purchase, the merchant may charge for purchases under a certain dollar amount.

There may be other fees in connection with your account. These are listed in the brochure "Understanding Your Deposit Account" you received when you opened your account.

Right to Receive Documentation of Transfers
a. 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 315-797-2761 to find out if the deposit has been made.
b. Periodic statements - You will get a monthly account statement. A detailed description of these electronic transfers will appear on your statement.
c. Quickdraw® transfers - You will get a receipt at the time you make any transfer to or from your account using your Quickdraw® card.

Your Right To Stop Payment Of Preauthorized Transfers: Procedure For Doing So, Right To Receive Notice Of Varying Amounts, Bank's Liability For Failure To Stop Payment

Right to stop payments and procedures for doing so - If you told us in advance to make recurring payments out of your account, then you can stop any of these payments. Here's how: Call us at 315-797-2700 ext. 233, or write to Bank of Utica, Checking Account Department, 222 Genesee Street, Utica, NY 13502 – at least 3 business days before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 14 days after your call. We may also ask you to give written notice of your intent to stop these payments to the company debiting your account and we may request a copy of this notice from you. There is a fee of $12 for each stop payment request.

Notice of varying amounts - If these regular payments vary in amount, the company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

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

IN CASE OF ERRORS, UNAUTHORIZED TRANSFERS, OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS ON YOUR PERSONAL CHECKING ACCOUNT:

Telephone us at (315) 797-2700 ext. 233 or write us at Bank of Utica, Checking Account Department, 222 Genesee Street, Utica, New York 13502.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.
1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about (including the dollar amount), and explain as clearly as you can why you believe it is an error or why you need more information.

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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will 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 may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we had re-credited your account due to the time required for the investigation, it will be necessary for you to reimburse us. You may ask for copies of the documents that we used in our investigation.

Liability For Unauthorized Transfers
Tell us AT ONCE if you believe your Quickdraw® card PIN or your Around The Clock Telephone Banking or Online Banking password have been lost or stolen or if you believe that someone has withdrawn or transferred or may transfer money from your account without your permission, or that an electronic fund transfer has been made without your permission using information from your check. You can call us at 315-797-2761 or write to Bank of Utica, Deposit Operations Department, 222 Genesee Street, Utica, NY 13502. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your available Check Credit line of credit).

If you tell us within 2 business days after you learn of the loss or theft of your card, PIN or password you can lose no more than $50 if someone used your card, PIN or password without your permission.

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

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 may extend the time periods.

After receiving notice from you of unauthorized transfers, we may close your account and re-open a new account for you or we may issue you a new debit card.

Bank's Liability For Failure To Make Transfers Or Permit Withdrawal Transactions:
If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, and when properly instructed to do so by you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:
a. If, through no fault of ours, you do not have enough money in your account to complete the transaction.
b. If the transaction would go over the credit limit on your Check Credit account.
c. If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money in your account.
d. If a withdrawal would consist of money deposited in the form of a check or other order and not yet available for withdrawal.
e. If, in the case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount.
f. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
g. If, in the case of Online Bill Paying, you have submitted an invalid account number or billing address.
h. If the ATM where you are making the withdrawal does not have enough cash.
i. If an ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
There may be other exceptions stated in our agreement with you.

Disclosure of Account Information to Third Parties
We will disclose limited information to third parties about your account or the transfers you make:
a. To electronic banking networks where it is necessary for completing transfers.
b. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
c. To comply with government agency or court orders.
d. If you give us your written permission.

Governing Laws
All rules and regulations set forth in this disclosure and the obligations of both the customer and Bank of Utica with respect to your account and the use of the Quickdraw® Visa Debit/ATM Card shall be governed by the laws of the United States and the State of New York, regulations of Federal and New York banking authorities, clearing house and similar rules, and general bank policies and procedures in the areas served by the Bank.

Amendments to Terms and Conditions
Bank of Utica may amend these term and conditions at any time by mailing such notice with the periodic statement of account, or under separate cover, to the depositor's address of record with the Bank. The Quickdraw® Visa Debit/ATM Card is the property of Bank of Utica and permission for your use of the card may be terminated at any time.

LOST OR STOLEN CARD

IF YOUR CARD IS LOST OR STOLEN, CALL (800) 472-3272 AT ANYTIME TO DEACTIVATE YOUR CARD OR CALL BANK OF UTICA (315) 797-2761 DURING NORMAL BUSINESS HOURS. YOU CAN ALSO USE CARDHUB® TO TEMPORARILY BLOCK YOUR CARD TO PREVENT ANYONE FROM USING IT BEFORE YOU CALL TO REPORT IT.

You are responsible for the security of your Quickdraw® card and PIN. To reduce the chance that a lost or stolen card could be used by someone else, keep any notation of your PIN separately from your card.