

## Agreement

This Agreement, is a contract which establishes the rules which cover your electronic access to your accounts at Steuben Trust Company ("BANK") through our **ePortfolio service** ("SYSTEM"). By using the SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Steuben Trust Company's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, constitutes the entire agreement between you and Steuben Trust Company with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of this agreement are in addition to those that apply to any accounts you may have with us, any loan or credit agreements with us, or any other services you obtain from us, including but not limited to signature cards, account and deposit agreements and disclosures, fee schedules, and any other agreements with Steuben Trust Company. The terms of these other agreements continue to apply notwithstanding anything to the contrary in this Agreement.

## Definitions

As used in this Agreement, the words "we", "our", "us", and "BANK", mean Steuben Trust Company, its successors, or assigns. "You" and "your" refer to the account holder authorized by Steuben Trust Company to use the SYSTEM under this Agreement. "SYSTEM Services" means the services provided pursuant to this Agreement.

## Access

To use the SYSTEM, you must have at least one Trust & Investment Services account at Steuben Trust Company, a computer equipped with Internet access, and an e-mail address. The SYSTEM can be used to access only Steuben Trust Company Trust & Investment Services accounts which you are authorized to access. You agree that all information sent by you using e-mail or postal mail will be maintained by Steuben Trust Company as part of our records and documentation of your accounts.

## Joint Accounts

The provisions of this agreement also apply if any of your accounts with us is a joint account. As a holder of a joint account, you are jointly and severally liable under this agreement. Each of you acting alone, under assigned login ID and password may obtain information, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify the other one of you about the actions of the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions where the person performing the action is one of you or is otherwise authorized to use your SYSTEM Services. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

## SYSTEM Services

You can use the SYSTEM to see account balance information, and transaction processing detail, and other Trust & Investment services presently or prospectively offered by Steuben Trust Company.

## Hours of Access

You can use the SYSTEM seven days a week, twenty-four hours a day, although some or all of the SYSTEM services may not be available occasionally due to scheduled or emergency system maintenance. We agree to post, if practical, notice of any extended periods of non-availability on the SYSTEM website.

### Your Login ID and Password

For security purposes, you are required to change your password upon your initial login to the SYSTEM. You determine what password you will use. Once you have changed your password we will not be able to tell you what it is. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password at least every 180 days. Upon three unsuccessful attempts to use your password, access to the SYSTEM will be denied and you will need to contact the Bank to reactivate access. After a successful login, your session will timeout/logoff after an extended period of inactivity, although we encourage you to click the Log Off link and close your browser window when finished. We also encourage the use of strong passwords. Your password must be a minimum of 8 characters in length and contain mixed-cased alphabetic, numeric, and special characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. We also require the login ID to be at least 8 characters in length.

**YOU AGREE NOT TO ALLOW ANOTHER PERSON TO USE YOUR PASSWORD AND NOT TO GIVE YOUR ACCOUNT NUMBER(S), LOGIN ID, OR PASSWORD TO ANYONE.** If you do, you will be responsible for any actions taken when such person uses your Password.

### Security

You understand the importance of your role in preventing misuse of your accounts through the SYSTEM and you agree to promptly examine your paper statement and/or electronic statement for each of your Trust & Investment Services accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your login id, password, driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the SYSTEM is encrypted in an effort to provide transmission security and the SYSTEM utilizes identification technology to verify that the sender and receiver of the SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfer, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Steuben Trust Company's SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others. You agree not to disclose your login ID or password to anyone, including but not limited to, joint account holders, account or information aggregators, or screen scraping services. Information aggregators, or "screen scrapers" as they are more commonly known, access online banking sites and collect account-related data, compile it, and then repost it on customized Web pages to give users a consolidated picture of their financial situation. If you choose to utilize the services provided by information aggregators, please contact us for further information. We will issue a separate login ID and password for use by the aggregator site. We reserve the right to discontinue access by aggregators at any time in the future at our discretion. The protection of customer information and your accounts is of the highest importance to Steuben Trust Company and cannot be compromised.

As part of Steuben Trust Company's security procedures, completely exit the SYSTEM before leaving your computer. Failing to do so could allow someone else to generate fraudulent activity on your accounts. If any negligent handling of login IDs, Passwords, or failure to exit the SYSTEM occurs, Steuben Trust Company will not be liable.

### Fees and Charges

You are responsible for any telephone, cable, satellite and Internet service fees you incur in connection with your use of the SYSTEM.

### Disclosure of Account Information

Steuben Trust Company recognizes and respects the expectations of our customers to maintain your personal and financial information in a private and confidential manner to the best of our ability. Each employee has a continuing obligation to protect privacy of Bank information concerning customer

accounts, and transactions, including personal information. In the normal course of business, our BANK must collect, retain, and use confidential information concerning you and your accounts. Information is used only as necessary and allowed by law in order to conduct the business of the Bank. Based on this information, Steuben Trust Company may occasionally choose to inform you of additional services that may be of interest to you.

The Bank has established procedures to ensure that the financial and personal information provided to us is accurate, current and complete. When you notify us of errors or changes in information, we will promptly correct or update the appropriate records. For your protection, as well as the safety of your confidential information, we may ask for additional personal information to assure proper identification, or we may require that the request be presented in writing.

Information concerning customer Trust & Investment Services accounts and other transactions is private. Generally, Steuben Trust Company does not disclose any non-public personal information about customers or former customers to anyone except as permitted by law. Some exceptions to this policy are as follows: 1. Information needed to help complete a transaction you initiate; 2. You request that we share information; 3. We are required to disclose by law (i.e., subpoena, judicial process, etc.), providing the request is presented in writing; 4. Information needed for an affiliated processing, credit reporting agency, or banking regulators; or 5. To protect against potential fraud or unauthorized transactions. Steuben Trust Company does not sell its customer list nor does it make this information available for any reason. You agree and hereby authorize all of these transfers of information. For additional information, refer to our Privacy Policy posted on our Steuben Trust Company website.

#### Change in Terms

We may change any term of this Agreement at any time. We may do so by notifying you by mail or delivery of a written notice of such amendments or changes. If the change would result in increased fees for any SYSTEM service or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

#### HOW TO CONTACT US:

1. By telephone: 1-866-STEUBEN (783-8236)
2. By e-mail: [ePortfolio@steubentrust.com](mailto:ePortfolio@steubentrust.com)
3. By Postal mail: Steuben Trust Company, Trust Department, One Steuben Square, Hornell NY 14843
4. In person at our Hornell or Henrietta office locations.

#### DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SYSTEM SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO THE SYSTEM, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF STEUBEN TRUST COMPANY AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH THE SYSTEM.

#### Third Party Network Disclaimer

You may not resell or redistribute any services you receive through SYSTEM Services, or our other services, or from our suppliers. You acknowledge and agree that neither Steuben Trust Company nor its

suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will NOT use the services provided to you or the Internet for illegal purposes, for transmission of threatening, obscene, or harassing materials, or to interfere with or disrupt other users, services or equipment. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail ("spamming"), propagating computer worms and viruses, or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or that our services and the Internet will have the capacity to meet your demand during specific hours. Neither Steuben Trust Company nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder. Neither Steuben Trust Company nor its suppliers will be liable for unauthorized access to Steuben Trust Company's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of bank or its supplier's negligence. In no event will Steuben Trust Company or its suppliers be liable for any other damages, including but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the services or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnections may occur from time to time.

#### Third Party Software; Virus Protection

Steuben Trust Company makes no representations or warranties, expressed or implied, regarding the accuracy, functionality, or performance of any third party software that may be used in connection with SYSTEM (e.g. Quicken, Microsoft Money, etc.). Steuben Trust Company is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your computer and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your computer. Additionally, you may unintentionally transmit the virus to other computers and software.

#### Your Right to Terminate

You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to the SYSTEM will be suspended within 5 business days of our receipt of your instructions to cancel the service.

#### Our Right to Terminate

You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons at any time without notice:

1. If the market value of your account decreases to such a level that it is uneconomical for us to continue to offer this service to you;
2. For any other reason at our sole discretion.

#### Customer Hardware and Software Requirements

To enroll for the SYSTEM and disable the receipt of paper statements, you must demonstrate your hardware and software's ability to access the site and open its files. Specifically, you must have access to a device with an Internet Web browser capable of 128-bit encryption, reliable Internet access, and software capable of viewing Portable Document Format (PDF) files, such as Adobe Acrobat Reader(R) (available from [www.adobe.com](http://www.adobe.com)) in order to receive statements, disclosures, and notices electronically. If you wish to print a copy of your own statements, you must also have access to a capable printer. At any time you may request that a paper copy of your account statement be delivered to you by postal mail at no cost by contacting the Trust Department via phone, email, postal mail, or fax. Your request will be satisfied within 5 business days of receipt.

## Electronic Communications Disclosure and Consent Form

We are pleased to offer you the opportunity to view your Steuben Trust Company, Trust & Investment Services account information online through “**ePortfolio**” services. You have requested to receive correspondence from us electronically, instead of paper copies through the mail. This notice applies to all documents, notices and disclosures that we provide to you relating to your account, except as otherwise prohibited by law. You also have the option to receive eStatements, the electronic or paperless alternative to the paper statement, through this online service.

Please read this Federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure and Consent carefully and print a copy for your records. You have the right to request a paper copy of disclosures; we will not provide you with paper (non-electronic) copies of any documents unless specifically requested by you. To request a paper copy of disclosures please contact us at (800)588-5010 and ask for a Trust & Investment Services Representative or by e-mail to [eportfolio@steubentrust.com](mailto:eportfolio@steubentrust.com) or write to Steuben Trust Company, c/o Trust & Investment Services Department, One Steuben Sq., Hornell, NY 14843 or visit our home office and speak to a Trust & Investment Services Representative.

### Consent and Acknowledgement

Your consent to receive electronic communications does not automatically enroll you in eStatements. To receive eStatements, you must complete the appropriate section on the “**Application for ePortfolio Access and eStatements**” to stop receiving paper account statements via U.S. Mail.

You (including any joint account holders) acknowledge receipt of this Electronic Communications Disclosure and Consent Form. To receive account documents electronically to an e-mail address you designate and disable the receipt of paper statements, you must demonstrate your hardware and software’s ability to access the site and open its files. If you are able to view the “**Application for ePortfolio Access and eStatements**”, you have successfully demonstrated you are able to receive electronic account documents.

Your consent to electronic communications applies to all electronic communication that we provide to you in connection with your current Trust & Investment Services account or any Trust & Investment Services account established with us in the future. If you consent to electronic communications, we will provide the electronic communication on our website or we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information from our website.

### Withdrawing Consent

You can elect to withdraw your consent to electronic communications at any time by contacting us at (800)588-5010 or send an e-mail to [eportfolio@steubentrust.com](mailto:eportfolio@steubentrust.com).

### Updating Contact Information

It is your responsibility to ensure we have your current e-mail address for purposes of receiving electronic communications. You must notify us of any changes in your email address.

### System Requirements to Access Information

Specifically, you must have access to a device with an Internet Web browser capable of 128-bit encryption, reliable Internet access, and software capable of viewing Portable Document Format (PDF) files, such as Adobe Acrobat Reader® (available from [www.adobe.com](http://www.adobe.com)) in order to receive eStatements, disclosures, and notices electronically. If you wish to print a copy of your statements, you must also have access to a capable printer, or at any time you may request that a paper copy of your account statement be delivered to you by postal mail (see information above on how to request a paper copy).

You will be asked to provide the following code on your application form, which demonstrates your computer's ability to display documents from the system, and signifies your receipt of the terms above.

**STC1443**

(Please provide this code on your application)

See the top of this page for code.