

# Cortland Bank

## NETTELLER INTERNET ACCESS APPLICATION

CIF# \_\_\_\_\_

DATE \_\_\_\_\_

To apply for Internet Banking, please print, complete, sign and mail this application to:

**Cortland Bank**  
**Attn: Internet Banking**  
**PO Box 98**  
**Cortland OH 44410**

The account owner authorizes Cortland Bank to provide Internet access to their accounts and to transfer between accounts at customer's request. The customer listed below must have ownership to the accounts with a matching Tax Identification number. All accounts of the owner may be accessible.

### PERSONAL INFORMATION

First Name(s)	M.I.	Last Name(s)	Social Security #
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### MAILING ADDRESS

Street or PO Box	City	State	Zip Code
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**HOME PHONE #****WORK PHONE #****E-MAIL ADDRESS**

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**BILL PAY** - I choose to pay my bills using my home or office computer. I understand the recommended lead-time for an electronic payment is three business days and for check payments is five business days. Checking Account to debit for fees & payments: \_\_\_\_\_

Please list all account numbers that you would like to access through the Internet:

1)	5)	9)
2)	6)	10)
3)	7)	11)
4)	8)	12)

Additional accounts may be listed on the back of this application.

I ACKNOWLEDGE MY RESPONSIBILITY TO HAVE SUFFICIENT FUNDS AVAILABLE IN MY ACCOUNT ON THE TRANSFER DATE OR AN ADVANCE ON A LINE OF CREDIT IF APPLICABLE, COULD OCCUR. IT IS ALSO AGREED THAT THE BANK SHALL BE HELD HARMLESS FOR THE CORRECTNESS OF AMOUNTS SO TRANSFERRED. INTERNET TRANSFERS MUST BE COMPLETED BY AN AUTHORIZED SIGNER ON THE ACCOUNT. THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING.

# Cortland Bank

I (the below undersigned) understand that by signing this application, I have authorized Cortland Bank to provide me Internet Transfer Service. Use of Internet Transfer Service shall be deemed to be my authorization to charge, debit or credit my account(s) for the amount and type of transaction(s) indicated at the time of use. Cortland Bank is hereby authorized to rely and act upon electronic instructions received from me or my authorized user in accordance with Cortland Bank guidelines.

By applying for and/or using Internet Transfer Service, I certify that all information I may furnish now or hereafter is true and complete; authorize and consent to investigation and verification of my application and account information through credit and check reporting agencies. As per our privacy policy, Cortland Bank does not share personal financial information with non-affiliated third parties.

The undersigned, jointly and severally, agree to be responsible for all charges, advances and other fees and to abide by all of the terms governing the services and my accounts. I understand that this application will remain property of Cortland Bank.

**The undersigned also acknowledges receipt, and agrees to the terms of the Cortland Bank's NetTeller Agreement & Disclosure.**

**REQUIRED:** To ensure confidentiality, please provide us with your mother's maiden name. This will be used to verify identity if you need to contact NETTELLER support.

\_\_\_\_\_  
Mother's Maiden (primary)

\_\_\_\_\_  
Signature of Authorized Signer

## **OFFICE USE ONLY**

System  
Generated ID

Account Set-up  
Employee Initials

Branch

Account Set-up  
Date

## Cortland Bank's NetTeller Agreement & Disclosure

The following agreement (“Agreement”) describes the Cortland Bank NetTeller banking services offered by Cortland Savings & Banking Company (“CS&B”) and includes the terms under which these electronic banking services are made available to the depositor who uses these services (“Client” or “you”). Your acceptance of these terms will be evidenced by your clicking on the box containing the words, We have read, understood and agree to abide by the terms of the CS&B NetTeller Agreement and have printed a copy of it” at the end of this agreement.

This Agreement and disclosure supplements but does not replace the other agreements and disclosures applicable to Client’s accounts at CS&B, such as (but not limited to) the basic *Deposit Agreement and Disclosure, the Electronic Funds Transfer Agreement and Disclosure, Funds Availability Policy Disclosure*. However, in the event of a conflict between another agreement or disclosure and this Agreement, the provisions of this Agreement will prevail.

1. **Services Covered.** The CS&B NetTeller Service (the “Service”) offers computerized banking through the Internet, using a desktop or laptop computer. The Service consists of CS&B *NetTeller*.

2. **Business Days; Hours of Service.** Our “business days” are Monday through Friday, excluding holidays. The Service generally shall be available under this Agreement 24 hours a day, every day of the year. Transactions initiated on Saturdays, Sundays or bank holidays will be processed on the following banking day. However, Client understands that access from time to time may be temporarily unavailable while CS&B is updating or performing maintenance on its files or system or if the system is malfunctioning. (References to CS&B’s system mean its equipment and software and the equipment and software of any third party service provider with which CS&B arranges to provide some or all of the Service on CS&B’s behalf.) Client understands that such unavailability may be with or without notice to Client. CS&B shall not be responsible for any losses or inconvenience caused by these temporary unavailability periods.

3. **CS&B NetTeller .**

- a. Through this Service, Client can:
  - i. Determine the balance(s) in each CS&B deposit and loan account linked to the Service.
  - ii. Transfer funds between Client’s CS&B deposit and loan accounts linked to the Service. Transfers from a loan account will be deemed advances under the terms of the loan agreement. Transfers to a loan account will be deemed as payments on that account.
  - iii. Review activity for the current month plus the previous 90 days on CS&B’s deposit accounts linked to the Service.
  - iv. Print statements reflecting activity for the current month plus the previous 90 days on Client’s CS&B deposit accounts linked to the Service.
- b. Each transfer will be *initiated* (“effectuated”) by CS&B on the date the transfer instruction is transmitted by Client unless Client specifies a later date for effectuation, provided that sufficient lead-time is given to CS&B for that purpose.
  - i. Transfer instructions must be transmitted by Client no later than 7:00 pm Eastern Time on a business day to be effectuated on the same day.
  - ii. Transfer instructions sent after 7:00 pm Eastern Time or on a non-business day may not be effectuated until the next business day.
- c. Client’s monthly account statement will reflect transfers to and from each of Client’s account during the statement period.

4. **Hardware, Software and Hookup.** Client shall be responsible for:
- a. Acquiring, maintaining and operating all computer equipment and software to be located on Client's premises and necessary for the delivery of the Service; and
  - b. Procuring and paying the expenses related to the telephone service and Internet service provider necessary to utilize the Service at Client's premises.
5. **Account Maintenance Mechanism.** The Service permits information concerning deposit and loan accounts linked to the Service to be displayed and downloaded to Client's computer. Such information includes balance and transactional details of Client's linked accounts. However, in this regard, "current" balance information obtained through the Service reflects information as of the end of the previous banking day plus any transactions consummated through CS&B NetTeller, ACH or at a teller window. The "current" balance may include deposits that have not been finally collected and are subject to reversal if not ultimately collected.
6. **Provisions Applicable Exclusively to Consumer Accounts.** If Client is an individual and the account or accounts linked to the Service are maintained primarily for Client's personal, family or household purposes, the following provisions apply to the Service with regard to such account(s).
- a. In Case of Errors or Questions about Your Statement. Telephone CS&B at (330) 637-8040 or write CS&B at PO Box 98, Cortland, OH 44410 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. CS&B must hear from you no later than 60 days after CS&B sent the FIRST statement on which the problem or error appeared.
    - i. Tell CS&B your name and account number.
    - ii. Describe the error or 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.
    - iii. Tell CS&B the dollar amount of the suspected error.

If you tell CS&B verbally, CS&B may require that you send your complaint or question in writing within 10 business days.

CS&B will tell you the results of its investigation within 10 business days (20 business days for transactions involving accounts that have been open less than 30 days) after CS&B hears from you and will correct any error promptly. If CS&B needs more time, however, CS&B may take up to 45 days (90 business days for transactions involving accounts that have been open less than 30 days) to investigate your complaint or question. If CS&B decides to do this, CS&B will re-credit your account within 10 business days (20 business days for transactions involving accounts that have been open less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time it takes CS&B to complete its investigation. If CS&B asks you to put your complaint into writing and CS&B does not receive it within 10 business days (20 business days for transactions involving accounts that have been open for less than 30 days), CS&B may not re-credit your account.

If CS&B decides that there is no error, CS&B will send you a written explanation within 3 business days after CS&B finishes its investigation. You may ask for copies of the documents that CS&B used in its investigation.

- b. **Your Liability for Unauthorized Transfers.** Tell CS&B AT ONCE if you believe that someone has obtained your CS&B NetTeller Username or Password. Telephoning (330) 637-8040 is the best way of keeping your possible losses down. Or, you may instead write CS&B at PO Box 98, Cortland, OH 44410.

You could lose all the money in your account (plus your maximum overdraft line of credit if you have one). If you tell CS&B within 2 business days, you can lose no more than \$50 if someone used CS&B NetTeller to affect your accounts without your permission.

If you do not tell CS&B within 2 business days after you learn of the loss or theft of your CS&B NetTeller Username or Password and CS&B can prove it could have stopped someone from accessing your account without your permission if you had told CS&B, you could lose as much as \$500. Also, if your statement shows transactions that you did not make, tell CS&B at once. If you do not tell CS&B within 60 days after the statement was mailed to you, you may not get back any money you lose after 60 days if CS&B can prove that it could have stopped someone from taking the money if you would have told CS&B in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling CS&B, CS&B will extend these time periods.

- c. **CS&B's Liability for Failure to Make Transfers.** If CS&B does not complete a transfer to or from your account or in the correct amount according to CS&B's agreement with you, CS&B will be liable for your losses or damages. However, there are some exceptions. CS&B will not be liable, for instance:
- i. If, through no fault of CS&B, you do not have enough money in your account or available credit to complete the transaction;
  - ii. If the Service is not working properly and you knew of the breakdown when you started the transaction.
  - iii. If there are circumstances beyond CS&B's control (such as fire or flood) that prevent the transaction from being completed, despite reasonable precautions that CS&B has taken;
  - iv. If CS&B has been enjoined by law from allowing any withdrawals from your account;
  - v. If there is any other exception in this or any other agreement you have with CS&B.

7. **Provisions Applicable Exclusively to Business Accounts.** (i) If Client is a corporation, partnership, limited liability company or partnership or another form of business entity, or (ii) if Client is an individual and the account or accounts linked to the Service are not maintained primarily for Client's personal, family or household purposes, the following provisions apply to the Service with regard to such account(s).

a. **Security and Authorization.** The authenticity of an instruction to CS&B initiated through the Service to perform a transaction for Client, if received by CS&B by any means other than in person contact with an authorized officer or employee of Client, cannot be determined by CS&B with certainty, nor can CS&B determine with certainty whether an authentic instruction received by CS&B from Client by any means other than by unambiguous written instructions was correctly understood by CS&B. These inherent risks cannot be fully avoided. Understanding this, Client agrees to and will be responsible for all transactions initiated through the Service by anyone given;

- i. Access to Client's hardware and software necessary to communicate with CS&B through the Service system; and
- ii. The user identification number and personal identification number assigned to the Client, Client's employee or another person authorized by Client to use the Service.

For this reason, it is extremely important that Client's identification number and personal security code not be divulged or written down in a place that others might gain authorized or unauthorized access.

b. **Liability for Unauthorized Use of the Service.** After review of the Service, including those aspects pertaining to assuring the authenticity of a communication between Client and CS&B, Client acknowledges

and agrees that the security aspects of the Service are reasonable and appropriate for Client's needs and will provide Client with a commercially reasonable degree of protection relative to Client's ability to accept the inherent risk of the execution by CS&B of an unauthorized instruction received by CS&B through the Service, as long as CS&B acts on the communication in good faith and in a fashion consistent with the other terms of this Agreement.

c. Client's Duty to Notify CS&B. Client agrees to timely review periodic account statements furnished by CS&B to Client and to notify CS&B promptly:

- i. Of any discrepancy between Client's records and the periodic account statements; or
- ii. If a transfer purportedly made on Client's behalf or charged to Client's account was not authorized by Client, was erroneous or was executed improperly.

d. Effect of Failure to Notify of Error. If Client fails to notify CS&B within a reasonable time after Client receives notice of an unauthorized or erroneous transfer, CS&B will not owe Client any interest on the amount in question even if CS&B is otherwise liable to Client in connection with the transfer or other communication or is obligated to credit Client for the amount of the transfer or any portion thereof, nor will CS&B be liable for any losses resulting from Client's failure to give such notice with respect to transfer shown on such periodic statement. A reasonable time for Client to notify CS&B with respect to these matters will depend upon the circumstances, and in no event will be more than 30 days after Client receives notice of the occurrence. If Client fails to notify CS&B of any such discrepancy within a reasonable time, Client shall be precluded from asserting such discrepancy against CS&B. CS&B shall not be similarly limited with respect to asserting discrepancy.

e. Liability for or Refunds by CS&B; Limitations.

- i. CS&B shall be responsible only for performing the Service expressly provided for in this Agreement, and, unless the law expressly provides otherwise, CS&B shall not be liable for losses, expenses or damages caused by its actions or omissions in performing the Service, nor shall CS&B be responsible for Client's acts or emissions (including without limitation those pertaining to the amount, accuracy, timeliness or transmittal or due authorization of any payment instruction received from Client). In no event shall CS&B be liable for any consequential, special, punitive or indirect loss or damage which Client may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from CS&B acts or omissions to this Agreement.
- ii. If under the provisions of this Agreement or the law Client is not obligated to pay for a payment limited through the Service and CS&B has charged the amount to Client or Client has otherwise paid the amount, CS&B shall refund the amount to Client, except in the case of a payment executed erroneously in an amount greater than intended by Client, in which case CS&B shall be liable only for the difference.
- iii. Notwithstanding any other provisions of this Agreement, CS&B's liability to Client, if any, shall be reduced by the amount, if any, of the loss that CS&B could have prevented or recovered had Client exercised ordinary care to discover the error within a reasonable time, not to exceed 30 days, on the basis of information available to Client after Client received notification from CS&B of the occurrence of the payment or that the Client's account was charged for the payment, and to report the matter to CS&B after Client received notification from CS&B of the transaction.
- iv. If Client has received notice of a payment or other communication purportedly made on behalf of Client which has been executed and charged to Client erroneously or without Client's authorization but Client has not notified CS&B of the error or lack of authorization, CS&B will have no liability to Client for any subsequent similar occurrence even if CS&B would otherwise be liable to Client in connection with the subsequent occurrence.

8. **Deposit Account Limitations.** If you have linked a Money Market account to the Service, payments to third parties are “preauthorized transfers.” Your basic deposit agreement relating to those accounts restricts you to no more than six preauthorized transfers per monthly statement cycle, as required by federal law. Should Client consistently exceed the permitted frequency of preauthorized transfers generally applicable to the account, CS&B may charge such fees, close the account, cancel electronic access to the account or take any other action it deems appropriate, with or without notice.

9. **Information About You and Your Account.** All of CS&B’s customers have the right to financial privacy and at CS&B, we respect that right. Often, Bank employees must acquire information that customers consider extremely sensitive. CS&B employees must acquire information that customers consider extremely sensitive. CS&B employees have been instructed to never reveal this information to unauthorized persons and to not discuss it within the Bank unless required to perform their duties.

According to Bank policy, customer financial information is only released to people outside the Bank when authorized by the customer in writing or when subpoenaed by a court or Local, State or Federal Government Agency. In those instances, we make every effort to ensure that the information released is accurate and within the confines of the authorizing release document.

Please note that when you use the Bank as a credit reference, you are authorizing the Bank to release credit information. Non-experiential information you furnish on your application for a loan, deposit or investment account or information obtained from a credit report. If you do not want CS&B to voluntarily share such non-experiential information you must notify CS&B, in writing, at any one of its branches.

Also, it is important for you to know that, as a normal part of the credit granting process, financial institutions share credit information with each other as protection against fraud and unworthy credit applicants. Only the information needed to support a credit decision is shared. This sharing is based on mutual assurances that customer confidentiality rights will be protected and that information shared is accurate and not misleading.

The inherent conflict between your right to privacy and your need for creditors to have your credit background must be recognized. Without this sharing, you would be unable to obtain the credit you need and deserve. Please be assured that the Bank exercises prudent care when exchanging credit information.

For more information, please visit our web site and refer to the privacy policy section.

10. **Payment for Service.** Client shall pay CS&B the charges for the Service in accordance with the Fee Schedule in effect from time to time. The charges will be deducted by CS&B from the account designated by Client as its Primary Account for purposes of this Agreement, or, if there are insufficient funds in such account to cover the charges, from any other account maintained by Client with CS&B.

11. **Amendments.** From time to time CS&B may change any of the terms and conditions contained in this Agreement and may add provisions to or delete provisions from this Agreement (collectively, “amendments”), which amendments shall become effective upon receipt of notice by Client or such later date as may be stated in CS&B’s notice to Client. Continued use of the Service following the effective date of an amendment shall evidence Client’s agreement to the same.

12. **Date Retention.** Client shall retain data on file adequate to permit reprocessing of payment instructions until Client has confirmed the execution of the instructions. Client shall provide such data to CS&B upon its request.

**Termination.** Either party may terminate this Agreement at any time. Client’s termination shall be effective on the 2<sup>nd</sup> business day after the day of CS&B’s receipt of written notice of such termination or such later date as is specified in that notice. CS&B’s termination shall be effective immediately following the giving

of such written notice of such termination to Client, or on such later date as is specified in the notice. Termination of this Agreement shall not affect either party's obligations to the other arising out of transactions occurring prior termination.

13. *Miscellaneous Provisions.*

- a. This Agreement, together with the account agreement(s) relating to the accounts linked to the Service, is the complete and exclusive statement of the agreement between CS&B and Client with respect to the subject matter hereof and supersedes any prior agreement(s) between CS&B and Client with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the account agreement or any other agreement pertaining to the transaction initiated through the Service, the terms of this Agreement shall govern unless the law or this Agreement otherwise provides.
- b. If performance of the Service in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which CS&B is subject and which governs or affects the transactions contemplated by this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and CS&B shall incur to liability to Client as a result of such violation or amendment.
- c. Client may not assign this Agreement or any of the rights or duties hereunder to any person without CS&B's prior written consent.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person and no other person shall have any right against CS&B or Client hereunder.
- e. This Agreement shall be considered in accordance with and governed by the laws of the State of Ohio without regard to the provisions of such laws relating to choice of law when more than one state is involved.
- f. Without limiting the generality of the foregoing provisions, CS&B shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, other acts of any third party or other circumstances beyond CS&B's control.
- g. Except as otherwise expressly provided herein, CS&B shall not be required to act upon any notice or instruction received from Client or any other person, or to provide any notice or advice to Client or any other person with respect to any matter. CS&B shall be entitled to rely on any notice believed by it in good faith to be genuine and to have been signed by Client's authorized representative, and any such communication shall be deemed to have been signed by such person.
- h. Except as otherwise expressly provided herein and unless another address is substituted by notice delivered or sent as provided herein any notice or other communication required or permitted to be given under this Agreement shall be written and shall be:
  - i. Delivered, or sent by United States mail, postage prepaid, or by express carrier, to Client addressed to Client's current address according to CS&B's records, or, if to CS&B, addressed to:

Cortland Bank  
PO Box 98  
Cortland OH  
44410

Attn: Electronic Banking Department



- ii. Sent by electronic mail addressed to Client's current e-mail address according to CS&B's records relating to the Service, or if to CS&B, addressed to [webhelp@cortlandbank.com](mailto:webhelp@cortlandbank.com).
- iii. In the case of a notice sent by CS&B, posted on CS&B's internet website, [www.cortlandbank.com](http://www.cortlandbank.com), provided that a notice posted in such manner will not be effective until CS&B sends, through either of the means described in ¶ 13.h.i. or 15.h.ii immediately above, a notification that such a notice has been posted to the website.
- iv. Deemed given when sent or received by CS&B, except in the case of e-mail, which shall not be deemed received until 5:00 p.m. on the business day following the day sent.

## **Schedule of Fees**

The following fees shall be payable in connection with Cortland Bank's NetTeller Service, Bill Pay and Cash Management products:

### **NetTeller for Individuals:**

<b>NetTeller</b>	<b>no charge</b>
<b>Bill Pay</b>	<b>no charge</b>