

ELECTRONIC NOTICES DISCLOSURE AND CONSENT

Please read this document before opening an account or accessing Online Banking Services.

YOU UNDERSTAND AND INTEND THAT YOUR CLICKING ON THE "I AGREE" BUTTON BELOW SHALL OPERATE AS AN ORIGINAL SIGNATURE. BY CLICKING ON THE "I AGREE" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ THE CONSENT AND HAVE OR WILL PRINT A COPY FOR YOUR RECORDS WHEN CONFIRMING YOUR ACCESS ON YOUR DEVICE. YOU FURTHER ACKNOWLEDGE THAT YOU CAN ACCESS, RECEIVE AND RETAIN NOTICES ELECTRONICALLY IN THE FORMATS WE USE, AND AFFIRMATIVELY CONSENT TO THE RECEIPT OF NOTICES ELECTRONICALLY.

This Electronic Notices Disclosure and Consent (the "Consent") contains important information about how we will deliver disclosures and notices required by applicable law to you, including account disclosures, and all related account documents, the Electronic Funds Transfer Disclosure and the Online Banking Agreement (the "Agreements"), our annual Privacy Notice and all other communications about Online Banking and the related services made available. We will call the Agreements, any required disclosures and all other communications with you about Online Banking and any related services made available, a "Notice". This is your copy of the Consent. Please read it carefully and print and retain a copy of it for your records when confirming your access to your device.

Consent to Electronic Notices: By clicking on the "I Agree" button below, you affirmatively consent to receive, and acknowledge that you can access, receive and retain Notices electronically, whether sent by e-mail or other electronic means, and not in paper or nonelectronic form. You further acknowledge that by accessing the Pioneer Bank web site, you satisfy the hardware and software requirements discussed more fully below and acknowledge that you have reasonably demonstrated that you can access, receive and retain Notices electronically in the formats used for Online Banking, regardless of whether a Notice is posted on the Pioneer Bank web site or sent to you by e-mail or other electronic means. The decision to do business electronically is yours. You cannot receive account disclosures electronically or subscribe to Online Banking unless you agree to receive Notices sent in electronic form. However, you do have the right to receive paper records and it would be necessary to put such a request in writing. Currently there is no charge for supplying this information. Pioneer Bank reserves the right to charge for supplying this type of information in the future. You may address your written request to the address provided below.

Receiving Electronic Notices: We will send you notices to an e-mail address you designate or post Notices on the Pioneer Bank web site with appropriate notice to you as permitted by applicable law. We will treat any Notice we send to you electronically as if it were sent by US Mail, postage prepaid, and will consider any such Notice received within three (3) calendar days of the date sent by us, even if you do not receive the e-mail or access the Pioneer Bank web site during that time. You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at (518) 730-3000 and asking for the Customer Care Center, sending us an e-mail at info@pioneerbanking.com or writing to us at the address provided below.

Hardware and Software Requirements: In order to use Online Banking and to access, receive and retain Notices electronically, you must provide at your own expense all necessary telephone lines, Internet or other connections and equipment needed to access the Online Banking Service and to receive Notices electronically. Your computer must meet the following minimum requirements: an Internet web browser with capabilities to support a minimum 128 bit encryption (IE 6.0 and higher, Netscape 7.0 and higher and Safari 1.3.2 (v312.5) or higher, are examples.) You confirm that your computer will meet these specifications and requirements and will permit you to access and retain any Notice electronically each time you access and use Online Banking. We will give you Notice of any change to these specifications and requirements if the proposed change will adversely affect your ability to access and retain subsequent electronic Notices from us.

Withdrawal of Consent to Electronic Notices: If you agree to receive Notices electronically, you can withdraw your consent at any time by calling us at (518) 730-3000 and asking for the Customer Care Center, sending us an e-mail at info@pioneerbanking.com or writing to us at the address provided below.

Pioneer Bank
Attn: Customer Care Center
652 Albany Shaker Road
Albany, NY 12211

You will not be charged a separate fee if you choose to withdraw your consent; however, the Agreement and access to, and use of, Online Banking will automatically be terminated and your registered user name and password will be deactivated. Termination of the Consent will not affect the legal validity, enforceability and binding effect of any Notice, electronic or otherwise, before the effective date of termination of the Consent. For more information about your rights and obligations upon terminating the Agreement, please see the section of the Agreement entitled "Terminating this Agreement".

ELECTRONIC FUNDS TRANSFER DISCLOSURE ~ REGULATION E COMPLIANCE

Federal Law requires that consumers who make use of a Bank's Electronic Funds Transfer services receive the disclosures in this document before using the services. In this document, the words "us", "our", "Bank" and "we" mean Pioneer Bank and the words "you" and "your" mean each person who utilizes any of the Electronic Funds Transfer services we offer. You may utilize these services by specifically authorizing us in writing, or other acceptable means, to electronically accept deposits or honor withdrawals, or by initiating electronic funds transfers personally through the use of an Access Device. An electronic funds transfer (EFT), generally, is a transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape. Some examples of EFTs include: the use of your ATM card, preauthorized debits or credits to your account, and transfers initiated by the use of a debit card. A description of the types of EFT services that are available to you and the limitations and rights for each type of EFT is described below. If you sign up for our Online Banking and/or its featured Bill Pay Service, (collectively referred to as "Online Banking Services"), you may use your unique User ID and secret password to transfer funds between certain designated accounts, obtain balance and account information and arrange for payments to be made to third parties, all as provided for in the Pioneer Bank Online Banking Agreement.

TERMS EXPLAINED

Access Device- a card, code or other means of access to your deposit or other account(s) with us, or any combination of these that may be used by you for the purpose of initiating electronic funds transfers to or from your account(s).

ATM card- a card with the issuing bank's identification, the name of the account holder at the bank and a card number that coordinates with the customer's account number. The ATM card can be used to make withdrawals from, and transfers to and from, the designated account(s). The use of a PIN is needed to authorize ATM withdrawals, POS and POB transactions. This card may be linked either to statement savings, money market, or checking account(s).

Automated Teller Machines (ATMs)- cash dispensing devices, some of which may also accept deposits and require the use of a PIN.

Bill Pay Account- your designated primary checking account with us from which all bill payments will be made and all Bill Pay Service fees and charges will be deducted.

Bill Pay- the Online Banking Service that allows you to direct payments to be made from your Bill Payment Account to Payees that you select.

Cardholder- a person who has been given a Pioneer Bank ATM card or a Master Money™ check card and is authorized to use that card to make balance inquiries, deposits, withdrawals, or transfers in connection with the designated account(s).

Electronic Funds Transfer(s) or "EFTs"- transaction(s) initiated through an electronic terminal, telephone, computer, magnetic tape or transmission that instructs a financial institution either to credit or debit a customer's account. This includes ATMs, POB, POS, federal recurring deposits and other direct deposits (ex. Social Security payments and payroll direct deposits) and pre-authorized debits (ex. insurance premiums or other withdrawals to third parties, where there is an agreement for electronic transfers). This does not include automatic transfers between accounts at Pioneer Bank, such as when you may have a designated account automatically debited to make your monthly loan payment to us.

Master Money™ check card- a card connected with a designated checking account at the Bank. It allows you to make purchases wherever you see the MasterCard® logo. The costs of your purchases are deducted from your designated checking account. A signature may be required to authorize this transaction. It also functions as an ATM card at ATM terminals. The use of a PIN is needed to authorize withdrawals at ATMs. This card may also be linked to other checking account(s) and/or statement savings account(s).

Online Banking- the Internet-based service providing access to your accounts with us in order to view account history and conduct transfers between your accounts. Online Banking includes a Bill Pay Service feature, which allows you to pay bills online from your Bill Payment Account.

PIN- personal identification number that is known only to the Cardholder and must be used, in some cases, with the card to access the account.

Point of Banking (POB)- *withdrawals or deposits* made at retail facilities with the assistance of another person, generally a store clerk, and the use of a PIN is required.

Point of Sale (POS)- *payment of purchases* made usually with the assistance of another person, generally a store clerk, and the use of a PIN may be required.

Statement Account- an account whereby electronic funds transfers can be made and periodic statements are provided, either on a monthly or quarterly cycle.

Telephone Banking- a telephone-initiated service by which you can access account information, transfer money between statement accounts, and make payments to Pioneer Bank loan accounts. Access is subject to verification by using your user ID and an access code.

EFT TRANSFER TYPES AND LIMITATIONS: The way in which you may access a deposit account with us to initiate or receive an EFT will vary depending upon the type of EFT service you have selected. The types of transactions and the limitations for each type of EFT service offered by us are described below. For joint accounts, all account holders are jointly and severally liable under the terms of this disclosure and all other agreements which govern your account.

PRE-AUTHORIZED TRANSFERS: Pre-authorized electronic funds transfer means an electronic funds transfer authorized in advance to recur at substantially regular intervals. You can arrange to have payments from a third party electronically credited to your account, such as direct payment of federal Social Security benefits. You can also arrange to have payments you owe to a third party (such as payment of an insurance premium) electronically debited from your account. Generally, you will have to enter into a separate agreement

to have this done on a recurring basis. There is no limitation on the amount that can be credited to your account. You must maintain sufficient funds in the designated account(s) to cover any debit. Preauthorized transfers crediting your account are generally available for all deposit accounts with the exception of Certificates of Deposit. Preauthorized transfers debiting your account are generally permitted from statement accounts. Preauthorized transfers debiting your account are NOT permitted from passbook accounts and/or Certificates of Deposit. By law, you can only make six (6) preauthorized withdrawals or automatic transfers each month from your statement savings or money market account(s).

TYPES OF TRANSACTIONS USING ELECTRONIC CHECK CONVERSION:

- A. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day you make your payment and you may not receive your check back from Pioneer Bank.
- B. 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:
 - 1. Pay for purchases.
 - 2. Pay bills.

TYPES OF TRANSACTIONS AVAILABLE USING YOUR PIONEER ATM CARD OR MASTERMONEY™ CHECK CARD:

- A. You can use either card at electronic terminal locations to:
 - 1. Withdraw cash from your checking, savings or money market account.
 - 2. Make deposits to your checking, savings, or money market account. (Pioneer Bank cardholders are not permitted to make deposits at ATM devices owned by other banks.)
 - 3. Transfer funds among your checking, savings, or money market accounts whenever you request.
 - 4. Pay for purchases at retail terminals, like POS, that have agreed to accept the card.
 - 5. Verify balances in your checking, savings, or money market account.
 - 6. Pay bills directly by telephone from your designated checking account in the amounts and on the days you request. Some of these services may not be available at all terminals.
- B. You can use your Master Money™ check card to pay for purchases out of your designated checking account at retail locations, wherever you see the MasterCard® logo.
- C. Limitations on dollar amounts and frequency of transactions at electronic facilities:
 - 1. You may deposit cash or checks in any amount.
 - 2. You may transfer funds among your designated accounts in any amount, up to your available balance.
 - 3. For StartLineSM, StartLine PlusSM, Essential Banking, and Signature Banking accounts:
 - a. Daily ATM withdrawal limit: \$500.00. ATM withdrawals of an amount less than \$10.00 will not be permitted.
 - b. Daily POS/PIN Purchase limit: \$3,000.00.
 - c. Daily POS/Purchase Limit: \$3,000.00 (used wherever you see the MasterCard® Logo).
 - 4. For JumpStart CheckingSM:
 - a. Daily ATM withdrawal limit: \$300.00. ATM withdrawals of an amount less than \$10.00 will not be permitted.
 - b. Daily POS/PIN Purchase limit: \$750.00.
 - c. Daily POS/Purchase Limit: \$750.00 (used wherever you see the MasterCard® Logo).
 - 5. For JumpStart BasicSM:
 - a. Daily ATM withdrawal limit: \$300.00. ATM withdrawals of an amount less than \$10.00 will not be permitted.
 - b. Daily POS/PIN Purchase limit: \$500.00.
 - c. Daily POS/Purchase Limit: \$500.00 (used wherever you see the MasterCard® Logo).
 - 6. For Premier Checking accounts:
 - a. Daily ATM withdrawal limit: \$1,000.00. ATM withdrawals of an amount less than \$10.00 will not be permitted.
 - b. Daily POS/PIN Purchase limit: \$5,000.00.
 - c. Daily POS/Purchase Limit: \$5,000.00 (used wherever you see the MasterCard® Logo).
 - 7. If either card is linked to a statement savings or a money market account, by law you may make up to six (6) preauthorized or other convenient transfers per month or statement cycle to another account at Pioneer Bank or to a third party. The six convenient transfers can be six checks, six POS transactions, six telephone transfers, six ACH transactions or six online bill payments or any combination of the above. However, the overall limit is six. Transfers deemed not included within the six (6) permitted transfers (12 CFR 204.2) are the following: Transfers that are made to another account of the same depositor at Pioneer Bank when the transfers are made by mail, messenger, ATM or in person or when such withdrawals are made by telephone (via check mailed to the depositor).

All deposits are subject to verification. Funds you deposit at an ATM will not be immediately available for withdrawal. If you make a deposit at a Pioneer Bank ATM before 2:00 PM on a Business day, the transaction will be posted after the close of business on that day and we will consider that to be your day of deposit. If you make a deposit after 2:00 PM on a Business day, or anytime on a nonbusiness day, the transaction will be posted after the close of business on the NEXT Business day and that will be considered the day of your deposit. Checks accepted for deposit are subject to collection. At some types of ATMs, transaction amounts may be limited due to machine constraints, and it may be necessary for multiple transactions to be processed to accomplish the desired result.

TYPES OF TRANSACTIONS AVAILABLE USING TELEPHONE BANKING at (844) 892-3086 FOR TELEPHONE

TRANSFERS: You can access account information, transfer money between statement accounts, and make payments to Pioneer Bank loan accounts using Telephone Banking. Access is subject to verification by using your user ID and an access code. By law, you can only make six (6) preauthorized withdrawals or automatic transfers each month from your statement savings or money market account(s). All transactions are subject to verification and availability of funds. Transferred funds will be available immediately if the transaction has taken place during business hours; Monday – Friday 9:00am – 8:00pm EST. Transactions completed after business hours will be available on the next business day. If you are using a rotary phone, a bank operator will assist you during work hours: Monday - Friday 8:00am - 7:00pm EST and Saturday 8:30am-1:30pm EST. Some services may be unavailable after 1:00am EST weeknights due to system updating. Funds transfers are available to statement account holders only (checking, statement savings, consumer loans and mortgages.) Preauthorized payments to third parties and ATM services are not permitted with any passbook savings accounts. If you have any questions regarding your account information, please call the Pioneer Bank Customer Care Center at (518) 730-3000.

TYPES OF TRANSACTIONS AVAILABLE USING THE ONLINE BANKING SERVICE: You can access your accounts 24 hours a day, 7 days a week. You can also pay bills online, check balances, transfer funds and export to financial management software packages. If your linked account is a statement savings or a money market account, by law you can only make six (6) preauthorized electronic funds transfers each month. Each electronic fund transfer or payment you make using the Online Banking Service will be counted as one of these six (6) transfers you are permitted to make each month. Refer to the Online Banking Agreement below for specific information pertaining to transfers.

BANK BUSINESS DAYS: For purposes of these disclosures, our business days are Monday through Friday. Saturdays, Sundays and federal holidays are not included.

SERVICE HOURS: Pioneer Bank ATMs are generally available 24 hours a day, 7 days a week. Telephone Banking is generally available 24 hours a day, 7 days a week. If you use a rotary phone, a Bank operator will be available to assist you Monday - Friday 8:00am - 7:00pm EST and Saturday 8:30am-1:30pm EST, excluding Sundays and federal holidays. Online Banking Services are generally available 24 hours a day, 7 days a week.

YOUR AGREEMENT: By using any of the electronic services described in this document you are agreeing to comply with the following: You agree to keep sufficient collected funds in your account(s) to cover any electronic funds transfers. If you do not have sufficient funds in your account, there may be a charge for each transaction whether or not the transfer is processed. You agree to be responsible for all charges incurred by the use of your card, code or other access device, including any overdrafts. An overdraft may result in cancellation of the agreement (authorizing you to use a particular EFT service) and your account(s). When you use our electronic funds transfer services, you give us the right to obtain payment of any funds you may owe us as a result of any transaction. Such payment may be obtained from the funds you have on deposit with us. All joint account owners are jointly and severally liable for all withdrawals and other transactions made on their account(s), regardless of the manner in which the transaction occurred, or which account holder performed or initiated the transaction. As a Cardholder, you agree to safeguard your PIN and not reveal it to any other party or write this number on your card or in any manner that may allow unauthorized access. You agree to safeguard your access code used to access Telephone Banking and not reveal it to any other party or in any manner that may allow unauthorized access. You agree to safeguard your unique User ID and password used for Online Banking and not reveal them to any other party or reveal them in any manner that may allow unauthorized access. You also agree to safeguard your account information and not provide this information to any other third party, which would permit withdrawals on your account and/or with whom you do not want or expect to do business.

MAINTENANCE OF ACCOUNTS: In order to be able to use our electronic services, you agree to maintain at least one of your deposit accounts that you have designated for electronic services. Should you close all of your designated accounts, your ATM or Master Money™ check card(s) and other electronic banking privileges will be canceled and you may no longer use the card(s) or any such electronic services. You will be required to return all cards issued in connection with the cancelled services. Your designated accounts shall continue to be governed by your other agreements with us concerning those accounts and by our Rules and Regulations concerning those accounts to the extent that such agreements are not inconsistent with this document or any separate agreement concerning a particular form of electronic service.

DOCUMENTATION OF TRANSFERS:

- A. **Terminal Transactions:** You will be given the option of receiving a receipt for each transaction completed at the terminal. The receipt will indicate the date of the transaction, transaction amount, type of account, type of transaction, at least the last four digits of the card number, transaction sequence number and the location of the terminal.
- B. **Periodic Statements:** You will receive a periodic account statement for your checking, money market or statement savings accounts on a monthly basis.
- C. **Incoming Transfers via Electronic Transmission:** (Ex.: Social Security Direct Deposit) – If you have arranged to have direct deposits to your account at least every sixty (60) days from the same person, agency, or company, you can call our automated Telephone Banking at (844) 892-3086 to verify the deposit. If you are out of the Capital Region, you may call us collect at (518) 730-3000 to verify the deposit. If you are an Online Banking Service user, you may use the service to verify your direct deposit. If your direct deposit is being credited to a statement account, your transfer will show on either your monthly or quarterly statement. If you are a passbook accountholder and you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you presented the passbook for updating.

- D. **Preauthorized Payments of Varying Amounts:** If regular payments vary in amount, the person or company you are going to pay will tell you ten (10) days before each payment as to the date and amount of the payment. You may choose instead to get this notice only when the amount would differ by more than a certain amount from the previous payment, or when the amount would fall outside limits that you set.

YOUR RIGHT TO STOP PAYMENT: If you have preauthorized regular payments to be debited from an account with us, you can order us to stop any of these payments by calling (518) 730-3000 or by writing to us. Your request should be sent to: Pioneer Bank, Customer Care Center, 652 Albany Shaker Road, Albany, NY 12211. Certain time limits apply.

SINGLE PREAUTHORIZED PAYMENTS: If you wish to stop a single preauthorized payment, we must receive your request at least three (3) business days before the payment is scheduled. If you call, we will require you to put your request in writing. We must receive such a request within fourteen (14) days after you call. We may charge you our regular stop payment fee for each stop payment order.

SERIES OF PREAUTHORIZED PAYMENTS: If you wish to stop payments made to the same person or company over a period of time, we must receive your request at least three (3) business days before the next scheduled payment and you must continue such notification for any and all subsequent payments. If you call, we will require you to put your request in writing. We must receive such a request within fourteen (14) days after you call. We may charge you our regular stop payment fee for each stop payment order.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT: If you order us to stop one of these payments DESCRIBED ABOVE and we receive the request three (3) business days or more before the transfer is scheduled, but fail to stop the payment, we will be liable for your losses or damages (not to exceed the amount of the transaction). You may terminate any agreement authorizing transfers to or from your account by written notice to us or the person or company initiating the transfer. If you notify us, the notice shall be effective only for those transfers made to or from your account after we have received the notice and had reasonable opportunity to act on it. If you notify the person or company initiating the transfer, the notice will be effective only for those transfers initiated after receipt of the notice and when there has been reasonable opportunity to act on it.

USE OF ATM OR MASTERMONEY™ CHECK CARD: You may not stop payment on any transaction made with your card.

USE OF TELEPHONE BANKING: You may not stop payment on any transaction performed using Telephone Banking.

CHANGING OR STOPPING A BILL PAYMENT TRANSACTION MADE THROUGH ONLINE BANKING SERVICES: Please refer to the Online Banking Agreement below for information on changing or stopping a bill payment transaction you have previously scheduled.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: Tell us AT ONCE if you believe your access device has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission 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 privilege limit, if applicable. If you tell us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your access device, you can lose no more than \$50.00 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your access device, and we can prove we could have stopped someone from using your access device 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 an access device or other means, tell us AT ONCE. If you do not tell us within sixty (60) days after the FIRST statement was mailed to you, you may not get back any money you lost after the sixty (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 periods.

TELEPHONE NUMBER AND ADDRESS FOR NOTICE OF UNAUTHORIZED USE: If you believe your ATM card and/or Master Money™ check card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call: (518) 730-3000 Monday through Friday between 8:00AM and 7:00PM EST or Saturday 8:30am-1:30pm EST or (800) 528-2273 after normal business hours. If you believe your unique User ID and/or password for Online Banking Services has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your account without your permission, telephone us at (518) 730-3000 or write to us at Pioneer Bank, Customer Care Center, 652 Albany Shaker Road, Albany, NY, 12211. You should call (518) 730-3000 or write to us at Pioneer Bank, Customer Care Center, 652 Albany Shaker Road, Albany, NY 12211 if you believe a transfer has been made using the information from your check without your permission.

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, as provided by law. 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 make the transfer.
- B) If the automated teller machine where you are making the transfer does not have enough cash.
- B. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- C. If circumstances beyond our control (such as fire, flood, power or computer failure) prevent the transfer, despite precautions that we may have taken.

- D. If we do not have sufficient information to complete the transaction.
- E. If there is a dispute about the amount or we have been ordered to pay or hold for someone else the money in your account.
- F. If you report your card lost or stolen.
- G. If an employee of a merchant does not properly handle the transfer.
- H. 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.
- I. There may be other exceptions stated in our agreement with you.

ACCOUNT INFORMATION DISCLOSURE: We will disclose information to third parties ONLY as described in our Privacy Notice, a copy of which has previously been provided to you at account opening, and is available to you on the home page of www.pioneerbanking.com.

CHANGES IN THIS AGREEMENT: We may change the terms of this Electronic Funds Transfer Disclosure from time to time, but we will give you written notice of any such change as required by law.

TERMINATION BY BANK: Pioneer Bank may terminate its permission for your use of your access device(s) or any electronic service(s) at any time.

DEBIT CARDS FOR MINORS: Pioneer Bank may at its sole discretion permit a minor child who is at least sixteen years of age but less than eighteen years old, to be a joint owner on a deposit account. In such instance, a parent or legal guardian of said minor shall be required to be a joint owner on the account with said minor. At the request of the parent or legal guardian co-owner and at Pioneer Bank's sole discretion, an ATM card or Master Money™ check card ("debit card") may be issued to said minor, provided that the parent or legal guardian co-owner signs any and all disclosures required by Pioneer Bank in order to issue an ATM card or debit card to said minor. The parent or legal guardian owner(s) of the account will be responsible for any and all charges incurred by said minor. The parent or legal guardian agrees to indemnify and hold harmless Pioneer Bank for any losses suffered by Pioneer Bank as a result of the minor child's use of the ATM card or debit card, including the right of set off, as more fully described in the deposit account Terms and Conditions. ATM cards or debit cards may be issued to minors for the following account types only: StartLineSM, StartLine PlusSM, Essential Banking, Signature Banking, and Premier Banking. All other terms and conditions regarding debit card usage set forth in this and any other disclosures provided by Pioneer Bank to you hereby apply.

ACH TRANSACTIONS BY MINOR: Pioneer Bank may, at its sole discretion, permit a minor child who is at least sixteen years of age but less than eighteen years old, to be a joint owner on a deposit account. In such instance, a parent or legal guardian of said minor shall be required to be a joint owner on the account with said minor and shall be required to sign any and all disclosures required by Pioneer Bank regarding ACH transactions originated by the minor. The parent or legal guardian of the minor who is a co-owner on the account shall assume all legal and financial responsibility for any and all ACH transactions originated by said minor child and agrees to indemnify and hold harmless Pioneer Bank for any losses suffered by the Bank as a result of ACH transactions originated by said minor child, including the right of set off, as more fully described in the deposit account Terms and Conditions.

SERVICE CHARGES: There is no charge for using your ATM card and/or your Master Money™ check card at a Pioneer Bank ATM. There is a \$1.00 per transaction fee for deposits or withdrawals on a Pioneer Bank account at a non-Pioneer Bank ATM or at a POB terminal. If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. There is NO CHARGE for a POS transaction where you signed your signature to authorize the transaction, wherever you see the MasterCard® logo. There is a \$5.00 card replacement fee. There is a \$30.00 per item charge for stop payments. There is a \$30.00 per item charge for withdrawals or checks that could not be paid because there were insufficient or uncollected funds available to do so. There is no charge for using Telephone Banking. Please refer to our Service Charge Schedule for additional fees where applicable. Depending on which Online Banking service is used, certain service charges may apply. Please refer to our Online Banking Agreement for service charge information.

ERROR RESOLUTION: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTs: Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about an EFT 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. For Online Banking transactions, telephone us at (518) 730-3000 or write to us at Pioneer Bank, Customer Care Center, 652 Albany Shaker Road, Albany, NY 12211.

(1) Tell us your name and account number; (2) describe the error or the EFT you are not sure about and explain as clearly as you can why you believe it is an error or why you need more information; and (3) 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 tell you the results of our investigation 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 re-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 will not re-credit your account. We will tell you the results within three (3) business days after we finish 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.

EXCEPTIONS:

New Accounts: Please note that if the notice of error involves an EFT to or from an account within thirty (30) days after the first deposit to the account was made, we may take up to twenty (20) business days to re-credit your account for the amount you think is in error; however, we may take up to ninety (90) days to complete our investigation.

Out of State/POS Debit Exceptions: We may also take up to ninety (90) days to complete our investigation if the notice of error involves an EFT that: 1) was not initiated in New York State or 2) resulted from a POS debit card transaction.

ONLINE BANKING AGREEMENT TERMS AND CONDITIONS

Pioneer Bank requires that all persons accessing our online banking service ("Online Banking") and its featured bill payment service ("Bill Pay") (collectively referred to as "Online Banking Services") adhere to the following terms and conditions set forth in this agreement ("Agreement"). In this document, the words "us", "our," "Bank" and "we" mean Pioneer Bank and the words "you" and "your" mean each person who utilizes any of the Online Banking Services we offer. You may apply for the Online Banking Services and utilize them through our web site. Once established as an Online Banking Services user, you are required to use a unique User ID and password in order to access personal account information and initiate transactions online. Online Banking gives you access to your accounts twenty-four (24) hours a day, seven (7) days a week, allowing you to pay bills online, check balances, transfer funds and export to financial management software packages. A description of the types of Online Banking Services that are available to you, the limitations and rights for each type of service, and the terms and conditions that apply to these services are fully disclosed below. By applying for or using Online Banking Services or permitting someone else to use them on your behalf, you indicate your acknowledgement and acceptance of these terms and conditions, which are subject to change from time to time. This Agreement applies only to consumer accounts; it does not apply to business or commercial accounts. You should retain a copy of this Agreement for your confidential files. Your use of our Online Banking Services will also be governed by the general Terms of Use that governs any person who uses or visits our web site.

TERMS EXPLAINED

Bill Payment Account: your designated primary checking account with us from which all bill payments will be made and all Bill Pay service fees and charges will be deducted.

Bill Pay: a feature of our Online Banking service that allows you to direct payments to be made from your Bill Payment Account to Payees that you select.

Online Banking: the Internet-based service providing access to your accounts with us in order to view account history and conduct transfers between your accounts. Online Banking includes a Bill Pay service feature, which allows you to pay bills online from your Bill Payment Account.

Payees: anyone to whom payments are to be made using Bill Pay.

Password: a confidential access code entered by an Online Banking user used in conjunction with the user's User ID in order to access their account. This required field is used as an authentication device to verify a user's authorization to access personal account information.

Unique User ID: a confidential access code entered by an Online Banking user used in conjunction with the user's Password in order to access their account. This required field is used as an authentication device to verify a user's authorization to access personal account information.

SUMMARY OF ONLINE BANKING FEATURES

1. **Account Access:** You will be able to access all personal accounts online, whether single or joint accounts, on which you are listed as an owner. When you access your account(s) through Online Banking, you may obtain an account balance, summary information, periodic statements, history information, available funds information, cleared transactions, ATM, and POS (including but not limited to Master Money™ check card) transactions.
2. **Bill Pay:** You are able to pay bills online through Online Banking. It allows you to direct payments to be made from your Bill Payment Account to Payees you select. Your Bill Payment Account is your designated primary account which must be a checking account (personal accounts only).
3. **Transfer of Funds:** In addition to viewing account information, you may use Online Banking to transfer funds. You may make one-time transfers or schedule future or recurring transfers. You may transfer funds among checking accounts, statement savings accounts, and money market accounts. Funds transfer transactions are limited to the available funds in your account(s). For StartLineSM, StartLine PlusSM, Essential Banking, Signature Banking, or Premier checking accounts, available funds may include overdraft privilege funds. NOTE: You may make up to six (6) preauthorized or other convenient transfers per month or statement cycle from a statement savings or money market account to another account at Pioneer Bank or to a third party. The six convenient transfers can be six checks, six POS transactions, six telephone transfers, six ACH transactions or six online bill payments or any combination of the above. However, the overall limit is six. Transfers deemed not included within the six (6) permitted transfers (12 CFR 204.2) are the following: Transfers that are made to another account of the same

depositor at Pioneer Bank when the transfers are made by mail, messenger, ATM or in person or when such withdrawals are made by telephone (via check mailed to the depositor).

4. **New Services:** You may be notified of new services being introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

SUBSCRIPTION TO THE SERVICES You authorize us to use a third party to provide Online Banking Services to you on your behalf.

REQUIREMENTS FOR ONLINE BANKING SERVICES ACCESS

1. **YOU MUST HAVE A PIONEER BANK ACCOUNT:** As a prerequisite, you must have a Pioneer Bank account opened and in good standing to use our Online Banking Services. You must have a Pioneer Bank StartLineSM, StartLine PlusSM, Essential Banking, Signature Banking, Premier Checking or Jump\$SM account to use our Bill Pay service. Your account will also be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account, as they may be amended from time to time.
2. **ACCESS METHODS:** You may access the Online Banking Services via the Internet using the unique User ID selected by you and an initial password assigned by Pioneer Bank. You will be asked to select your own password upon your initial sign-on to Online Banking. To access Online Banking Services you will need Internet access which meets the following minimum requirements: an Internet web browser with capabilities to support a minimum 128 bit encryption (IE 6.0 and higher, Netscape 7.0 and higher and Safari 1.3.2 (v312.5) or higher, are examples.) You may use Online Banking any time, day or night, seven (7) days a week. However, Online Banking may occasionally be temporarily unavailable due to Bank record updating or technical problems.
3. **JOINT ACCOUNTS:** A request for Online Banking Services will access any account on which you are listed as an owner or joint owner. For joint accounts, one or more account holders may request Online Banking Services and each will have their own unique User ID and password. Regardless of whether one or more account holders of a joint account subscribe to the Online Banking Services, each account holder agrees that any account holder has the authority to use the Online Banking Services. All account holders agree to be jointly and severally liable under the terms of this Agreement and all other agreements which govern your account.

ONLINE BANKING SERVICES

ACCOUNT TRANSFERS Transfers initiated before 8:00 PM EST Monday – Friday, the “Transfer Date” will be that business day. Otherwise, transfers scheduled after 8:00 PM EST Monday - Friday, or on a Saturday, Sunday or federal holiday, will have a “Transfer Date” of the next Pioneer Bank Business Day. However, sufficient available funds must be available at the time you request the transaction. “Today” transfers may not be canceled for any reason.

ONLINE BANKING BILL PAY SERVICE The Online Banking Bill Pay Service ("Online Banking Bill Pay") permits you to use your Internet-enabled device to direct payments from your designated Online Banking Bill Pay Account to third parties you wish to pay. Your Online Banking Bill Pay Account must be a checking account. Through the Online Banking Bill Pay, you can pay bills from your Online Banking Bill Pay Account to businesses or individuals. Pioneer Bank reserves the right to use outside third-party companies to provide processing of Online Banking Bill Pay requests. You expressly authorize Pioneer Bank and Complete Recovery Services Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

All payments you make will be deducted from the account that you designate as your Online Banking Bill Pay Account for the Online Banking Bill Pay Service. Any payments you wish to make through Online Banking Bill Pay must be payable in U.S. dollars to a payee with a mailing address located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using Online Banking Bill Pay from time to time. You may not use Online Banking Bill Pay to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited. There is a dollar limit of \$9,999.00 per vendor Bill Pay request (subject to change without notice). For JumpStart Basic[®] accounts, there is a Bill Pay daily limit of \$1,000.00 (subject to change without notice).

Funds are to be available in your Online Banking Bill Pay Account on the requested payment date. We 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 at regular weekly, bi-weekly, monthly, semi-monthly, quarterly, annual or semi-annual intervals (a "Fixed Payment"). If a fixed payment is chosen, the bill will be paid automatically each billing period. If the payment is not a fixed payment, it will be a "variable payment." Variable payments are not made until you enter the amount of the current bill. You may also change or skip payments that are fixed payments.

For all Online Banking Bill Pay payments, you agree to schedule your payment five (5) business days prior to the due date for payments to be made by check, three (3) business days for electronic transfers, (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). The first payment to a new vendor will be by check (requiring ten (10) business days lead time). You may refer to the Payee List on the Online Banking Bill Pay Service to determine if check

or electronic transfer will make future payments. If you do not properly schedule your payment in advance, you will be fully responsible for all late fees, finance charges or other action taken by the payee.

Pioneer Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Pioneer Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your Online Banking Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for accuracy of vendor address, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Pioneer Bank.

Pioneer Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. Excessive insufficient and/or uncollected funds charges could cause termination of your Online Banking Bill Pay feature.

ACCOUNT INFORMATION You may check balances of Pioneer Bank accounts on which you are listed as an owner that are accessed by Online Banking. Note: The balance amount may not reflect your most recent transactions, and may also include funds which may not be immediately available for withdrawal.

ELECTRONIC DELIVERY OF PERIODIC STATEMENTS (“eStatements”) By agreeing to the Electronic Notices Disclosure and Consent and the Online Banking Agreement Terms and Conditions, you agree to receive periodic statements electronically, rather than in paper form.

Accessing eStatements: Pioneer Bank will deliver periodic statements to your Online Banking account. You will have access to an electronic version of your periodic statements for up to 16 months. This eStatement service provides you with the flexibility to print periodic statements that are made available online.

Your Paper eStatement on Request: At your request, Pioneer Bank will send you a paper copy of your eStatement previously delivered through Online Banking at any time. Pioneer Bank’s standard fee then in effect and charged for paper copies of eStatements will apply. Paper copies of eStatements can be requested by calling or writing to Pioneer Bank at the phone number and address listed below, as well as by visiting a Pioneer Bank branch location. A request for a paper copy does not cause a termination of the eStatement service. A paper copy of an eStatement can be obtained until a copy is no longer required to be maintained as a record under applicable law or regulation.

Joint account holders: Any joint account holder may change the periodic statement delivery option. To cancel the eStatement service, only one owner of the account needs to request the change.

Pioneer Bank may deliver paper periodic statements in its discretion: Pioneer Bank may deliver periodic statements regarding your account(s) in paper form to your last postal mailing address of record at any time.

Canceling the eStatement service: You or any designated account owner may revoke consent for the eStatement service, for one or more Pioneer Bank deposit account(s) accessed through Online Banking at any time, by selecting the “Mail My Paper Statement” delivery option, through the “Statement Delivery” tab, in Online Banking. Additionally, you may cancel the eStatement service by calling or writing to Pioneer Bank at the phone number and address listed below. Posting of your eStatements in Online Banking will continue until: 1) termination of your designated account(s) with Pioneer Bank; or 2) termination of your Online Banking service with Pioneer Bank. Termination of the eStatement service by you may also discontinue the posting of your eStatements in Online Banking. Pioneer Bank may terminate the eStatement service for any or all designated account(s) at any time. Upon such termination, delivery of paper copies of periodic statements will resume within a reasonable time. Termination of the eStatement service does not affect the validity or legal effect of any eStatements delivered to you or any owners of the account(s) through Online Banking. Termination of the eStatement service does not terminate the Online Banking service unless otherwise so stated.

DOCUMENTATION AND VERIFICATION OF PAYMENTS AND TRANSFERS

Confirmation numbers: Upon completion of a bill payment or transfer using Online Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date, and transaction amount in your checkbook register (or other permanent record). You may also choose to print the confirmation information provided to keep for your records.

Periodic Statements: Information concerning Online Banking transactions will be shown on your regular monthly statement for the checking account, statement savings account or money market account to and from which transfers or payments are made.

THE HELP GUIDE We will make available to you on our web site a link to “A Guide to Online Banking” (the “Help Guide”), which describes the operation and features of Online Banking Services. You must follow the procedures in the Help Guide when using the Online Banking Services.

ELECTRONIC MAIL (MESSAGE CENTER OR E-MAIL)

1. To the extent permitted by applicable law, any message center mail or e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments or errors) to us by calling (518) 730-3000. We may, however, require you to provide us with written confirmation of any oral or electronic notice. You also agree that we may send you an electronic notice in response to any communication you send to us, regardless of whether your original communication to us was message center mail or e-mail. If we are unable to contact you through an electronic notice, you agree to have our response mailed to you using regular mail delivery. For this purpose, we strongly suggest that you immediately provide us with

updated contact information. Please refer to the "Address Changes" section provided within this agreement for instructions pertaining to your change of address.

2. E-mail transmissions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via e-mail. Any confidential information should be sent to the Bank through the secure e-mail within your Online Banking Service.
3. You agree that Pioneer Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Pioneer Bank shall be considered received within three (3) business days of the date sent by Pioneer Bank, regardless of whether or not you access the Service within that time frame.

SCHEDULE OF FEES AND CHARGES We will charge you for the Bill Pay service, as stated in our Fee Schedule below, and in our Deposit Account Fees disclosure, currently in effect. We will deduct these charges from your Bill Payment Account as designated by you on your Application.

Online Banking for account inquiries or transfers between Pioneer accounts	No charge
Online Banking using Quicken	No charge
Using Bill Pay to pay bills	No charge
Online Banking and Bill Pay through Quicken	No charge
Stop Payment placed on an item paid through Bill Pay	\$30.00/item
Copy of Check issued via Bill Pay	\$30.00/item
CD of bill payment activity initiated via Bill Pay (monthly, quarterly, year end, date range, account closure)	\$25.00/CD
Electronic Expedited Payment initiated via Bill Pay	\$ 5.00/item
Overnight Check Expedited Payment initiated via Bill Pay	\$25.00/item

CHANGING OR CANCELING BILL PAYMENTS OR TRANSFERS Except for those payments and transfers that are completed immediately (for example, some transfers between your deposit accounts); you may cancel or change a payment using the Online Banking services. Payments must be changed or canceled prior to 12:00 AM midnight EST on the Business Day before the transaction is scheduled to be initiated. We may not have a reasonable opportunity to act on any cancellation after the Business Day the transaction is scheduled to be initiated. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request in a timely manner.

BILL PAY STOP PAYMENT REQUESTS Bill Pay stop payment requests whether oral, written, or electronic, will be in effect for a period of six (6) months. After six (6) months, any stop payment will terminate and must be renewed in order to continue to be in effect. We may pay any item that is presented following the lapse of any stop payment order. You can make a stop payment **request** for Online Banking Bill Pay transactions by calling 518-730-3000, or by sending an electronic message by using Online Banking's Message Center.

Stop payment requests can only be accommodated if payment was sent via check. Electronic payments cannot be stopped once the payment has been sent. You may cancel or change a payment before it has been issued in the Online Banking Bill Pay Service on the Pending Payment screen. Stop payments on check payments will be handled on a case- by-case basis. A stop payment fee of \$30.00 will be charged for all stop payments accepted. All stop payment requests are subject to final verification from the clearing bank.

OUR LIABILITY We will process and complete all Online Banking transactions and Bill Pay transactions which comply with the terms of this Agreement. If we do not complete such a transaction, we will be liable for your damages. However, we shall incur no liability if we are unable to complete any transaction initiated by you because of the existence of one or more of the following circumstances:

1. If there is a hold on your Online Banking Account, or if access to your Online Banking account is blocked, in accordance with banking policy.
2. If your transfer authorization terminates by operation of law.
3. If you believe someone has accessed your accounts without your permission and you fail to notify Pioneer Bank immediately as set forth in this agreement.
4. If you have not properly followed the scheduling instructions on how to make a transfer as included in this agreement.
5. If we have received incomplete or inaccurate information from you or a third party involving any aspect of the requested transaction.
6. If we have a reasonable basis for believing that unauthorized use of your Password or Online Banking Account has occurred or may be occurring; if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us; or if we or you terminate the Service.

7. Through no fault of ours, your account, and overdraft line if applicable, does not contain sufficient available funds to complete the payment. Transactions are based on available funds in accordance with our Funds Availability policy.
8. The Online Banking Services, your communication line, your personal computer or modem was not functioning properly.
9. The Payee mishandles or delays crediting or accounting for a payment properly sent by us.
10. You did not properly initiate a transaction or provide us with the correct names and account information for those Payees to which you wish to direct payment.
11. Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, delays in the mail delivery, flood, or other outside forces) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
12. You instruct us to make a type of payment, such as a tax payment or a court-ordered payment, which we cannot make.
13. The funds are subject to legal process or other hold or encumbrance restricting such transfer.
14. Your designated checking account has been closed for any reason.
15. We are not responsible for any loss, damage or injury caused by your equipment or software.

INSUFFICIENT FUNDS If you have instructed us to make a payment for which there are insufficient available funds in your Bill Payment Account on the business day the payment is debited from your account, and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately. The Bill Pay service will automatically block future bill payments until the account has sufficient available funds, including any available overdraft privilege funds. In all cases, you are responsible for contacting us to make alternate arrangements for the payment. You will incur an insufficient funds fee for any payments made when there were insufficient funds available in your Bill Payment account and you will incur an overdraft fee if payment is made accessing funds which may be provided through overdraft privilege. Please refer to our Service Charge Schedule for the current list of fees.

USER CONFIDENTIALITY/SECURITY We are committed to protecting the security and confidentiality of information about your accounts and use of the Online Banking Services. We identify users by their unique User ID and password. All transactions initiated with your unique User ID and password will be attributed to you. You agree not to give or make available your unique User ID and password to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your unique password, and that our employees do not need your password for any reason. *If you give your password to any other person, you will be deemed to have authorized online access to any and all accounts in your name.* In order to protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, user ID, password or social security number.
2. Do not leave your access device (i.e. personal computer) unattended while you are in the Online Banking Services website.
3. Never leave your account information within range of others.
4. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

UNAUTHORIZED USE Notify us AT ONCE if you believe that your unique User ID and/or password have been lost, stolen or otherwise compromised. You should also immediately change your password. Telephoning is the best way to minimize your possible losses. If you tell us within two (2) days, you can lose no more than \$50.00. If you do NOT tell us within two (2) days after you learn of the loss or theft of your unique User ID or password and your unique User ID and/or password is used without your permission, and we could prove we could have stopped someone from using your access device if you had told us, you could lose as much as \$500.00. If you think your unique User ID and/or password has been lost, stolen, or otherwise compromised, contact us by calling (518) 730-3000 or writing the Customer Care Center c/o Pioneer Bank at the address at the end of this Agreement.

EQUIPMENT We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power, telephone or cable service; (ii) the disconnection of your telephone line by your telephone company or deficiencies in your line quality; or (iii) the disconnection of your cable service by your cable service provider or deficiencies in your connection quality; or (iv) any defect or malfunction of your personal computer, modem, telephone line, cable connection, or software.

VIRUS PROTECTION We are not responsible for any electronic virus or viruses that you may encounter. We **strongly** suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and hardware.

SUSPENSION In the event of repeated failed payments or transfers, we reserve the right to suspend your subscription to Online Banking Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously scheduled will be canceled. In the event your subscription is suspended, we will notify you in writing at your last known address. All inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to the Customer Care Center at Pioneer Bank, 652 Albany Shaker Road, Albany, NY 12211, (518) 730-3000.

ADDRESS CHANGES We may rely on your address as it appears on our records for any and all communications we send to you unless and until you notify us in writing at the address set forth below of a change of address, and we have had a reasonable opportunity to act on such notice. For any change in your e-mail address we may rely on electronic notification in order to update our records.

AMENDMENTS TO TERMS AND CONDITIONS The terms, conditions, fees and service charges applicable to the Online Banking Services may be changed by us from time to time. In such event, we shall send e-mail to your e-mail address, as it appears on our records, or as an Online Banking Message Center notification and you will be deemed to have received such e-mail three (3) calendar days after it is sent. If we receive any notice by which we can determine that an electronic notification was unable to reach you, we will then send you the notification using regular mail delivery. For this purpose, we strongly suggest that you immediately provide us with updated contact information should this information change, including a new e-mail address and/or a new physical address. However, if the change is made for security purposes, we can implement it without giving you prior notice. Any use of Online Banking Services after a change or changes take effect will constitute your agreement to such changes.

OTHER AGREEMENTS In addition to this Agreement, you and Pioneer Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Banking Accounts. Your use of the Online Banking Service or the Online Banking Bill Pay Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures you receive when you open your accounts at Pioneer Bank. Such disclosures include the charges that may be imposed for electronic funds transfers, as well as the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct the fees related to this Service from your Account each month.

TERMINATION / INACTIVITY Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion without prior notice. You also have the right to terminate the services provided under this Agreement by calling the Customer Care Center at (518) 730-3000 or writing to us at the address set forth below. If you call, we will require you to put your request in writing and send it to us within ten (10) Business Days after you call. Since termination requests may take up to thirty (30) days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the service. We will not be liable for payments or transfers not canceled or payments or transfers made due to lack of proper notification by you of service termination.

We may convert your account to inactive status if you do not sign on to Online Banking Services or have any transaction scheduled through the Online Banking Services during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the Online Banking Services reactivated before you will be able to schedule any transactions through Online Banking Services.

GOVERNING LAW This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of New York and applicable federal law. If any part of this Agreement is considered invalid all other provisions shall continue in force.

- a. Authorization and Accuracy of Transactions. You acknowledge and agree (i) that Pioneer Bank may assume that all transactions related to the Service or this Agreement are authorized and (ii) that Pioneer Bank shall have no obligation to verify, by any means, any transaction request. You shall be responsible for the accuracy and adequacy of the data you furnish or transmit, for the consequences of any instructions you may give, for your failure to properly access or use the Service, for your failure to supply accurate input information, and for your use of the output you obtain.
- b. LIMITATION OF WARRANTIES. THE SERVICES ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE OR AS TO THE DOCUMENTATION, FUNCTION, OR PERFORMANCE OF THE SERVICES. PIONEER BANK MAKES NO WARRANTY AGAINST THE LOSS OR ALTERATION OF YOUR DATA, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
- c. Limitation of Liability. Pioneer Bank's duties and responsibilities are limited to those described in this Agreement and in deposit agreements between you and Pioneer Bank. Pioneer Bank's liability for any damages of yours in connection with or related to the Services or this Agreement in no event shall exceed one (1) month's average total monthly charges paid by you to Pioneer Bank in connection with the Services during the twelve (12) months preceding the month of the alleged damage or injury (or such lesser number of months if you have not received twelve (12) months of service). Such limitation shall be your sole remedy and the extent of Pioneer Bank's liability there under regardless of the form in which any legal or equitable remedy may be sought. In any case, Pioneer Bank shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive loss or damage, even if Pioneer Bank has been advised of the possibility of such damages. Further, Pioneer Bank shall not be responsible for loss or damage resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under this Agreement which delay and/or failure is caused by an act of God, fire, or other catastrophe, electrical or computer failure, acts or failures to act by You or by third parties, government regulation, or any other cause beyond Pioneer Bank's reasonable control.
- d. Indemnification. You shall indemnify and hold Pioneer Bank harmless from and against any and all liabilities, damages, losses, claims, demands, and expenses, including reasonable attorney's fees, in connection with or related to this Agreement or the performance of your obligations hereunder, or resulting from a claim by any person relating to your use of the Services.
- e. Term and Termination. This Agreement shall commence on the date the Service is provided to you and shall continue until terminated by you or Pioneer Bank.
- f. General. No waiver by Pioneer Bank of any default of yours hereunder shall operate as a waiver of any other default or of the same default on a future occasion. You shall not assign your rights hereunder without the prior written consent of Pioneer Bank. All rights of Pioneer Bank hereunder shall inure to the benefit of its successors and assigns; and all obligations of yours shall

bind your heirs, personal representatives, and successors and permitted assigns and transferees, as applicable. Use of a neuter pronoun herein shall include the masculine, feminine, and neuter, and also the plural, as appropriate. If any term or condition of this Agreement, or any portion thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement shall not be affected or impaired thereby. This Agreement shall not alter, amend, or modify any account agreement, which you may have with Pioneer Bank.

- g. Notices. Except as otherwise provided herein, all notices and other communications required hereunder shall be in writing, shall be addressed to you at the address listed on your application, or Pioneer Bank at the location written above, as applicable, and shall be deemed given (i) upon deposit with the United States Postal Service, if sent by postage prepaid, first class mail, (ii) upon deposit with a reputable overnight courier, if sent prepaid by such overnight courier, or (iii) upon receipt or receipt and refusal, if hand delivered.

For written correspondence: Pioneer Bank, Customer Care Center, 652 Albany Shaker Road, Albany, NY 12211

For telephone inquiries: Customer Care Center (518) 730-3000

PEOPLE PAY PAYMENTS SERVICE AGREEMENT AND DISCLOSURE

You understand that by selecting the People Pay service through **Pioneer Bank's** Online Banking and accepting these terms and conditions, you authorize **Pioneer Bank** to post transactions generated by People Pay through your **Pioneer Bank** account ("Designated Account") to another account at a U.S. financial institution or PayPal™ for payment to another individual. You understand and agree that **Pioneer Bank** uses a variety of banking channels and facilities to make payments, but will ordinarily use an Automated Clearing House (ACH) Network for People Pay transactions. All payments to another person made through People Pay are subject to all terms and conditions within this Agreement and all other agreements connected with your accounts.

In addition, you understand that you may receive funds through the People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and **Pioneer Bank**.

You understand and agree that when you initiate a payment from your **Pioneer Bank** checking account or Money Market account using People Pay, the processing of the payment will begin and the debit from your account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided.

You understand and agree that **Pioneer Bank** is relying upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are your responsibility. You understand and agree that **Pioneer Bank** has no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers.

PROCESSING TIMES. Depending on the type of payment method selected (see "Method of Payment," listed below), payments conducted through People Pay may be completed in real time (i.e. instantaneously) or there may be a slight delay in the debiting and/or crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through People Pay.

PEOPLE PAY LIMITATIONS. There are transaction limits for payments to another person through the People Pay service. The limits are determined by your selected payment method, as described in the following table:

Pioneer reserves the right to adjust transaction limits through the People Pay service without advance notice at any time.

Method of Payment	Transaction Limit	Aggregate Limit Per Day
Send to Bank Account	\$500.00 per transaction	\$1000.00 per day
Send to Email or Mobile Number <i>hereinafter referred to as "Recipient Chooses"</i>	\$500.00 per transaction	\$1000.00 per day
Paypal™	\$500.00 per transaction	\$1000.00 per day
Direct Check	\$500.00 per transaction	\$1000.00 per day

SCHEDULING PAYMENTS. Payments sent to an email address or mobile phone number require that the recipient claim the funds within 10 calendar days. The recipient is directed to the People Pay site in order to claim their funds and may choose how to receive the funds. They can either have the payment sent to their PayPal account or their bank account.

Payments sent to a PayPal account require that the recipient login to their PayPal account to claim the funds.

Payments sent to a bank account require knowledge of the recipient's bank routing number and account number.

CANCELLATION OF PAYMENT. A payment request that has been initiated through PayPal™ or Recipient Chooses may not be cancelled unless the recipient has not yet claimed the payment. A payment request that has been initiated using Send to Bank Account may not be cancelled. Inquiries on cancellations must be directed to Customer Care at (518) 730-3000

EXPIRED PAYMENTS. Payments conducted through PayPal™ will not expire, as they happen in real time and will either succeed or fail immediately. If the recipient does not wish to open a PayPal™ account, you will have to allow the PayPal™ payment to expire (after 10 days) before the debited amount is returned to your account. Payments conducted through Recipient Chooses will expire in 10 calendar days if not claimed by the recipient.

REJECTIONS OF PAYMENTS. Payments to another person may not be completed for various reasons, in our sole discretion. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment is otherwise prohibited by law or the terms of this Agreement, the payment may not be completed. An email alert will be sent notifying you of the error.

INSUFFICIENT FUNDS. You will reimburse **Pioneer Bank** immediately upon demand for any transaction amount delivered for which your account does not contain sufficient funds. In addition, you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you. If your account is eligible for Overdraft Privilege, you agree to pay any such fee associated with such service. We are authorized to report the return of a transaction to any credit reporting agency.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR PAYMENTS. Notify us as soon as you can via one of the following:

1. Call Customer Care at (518) 730-3000, Monday thru Friday, between 8:00 a.m. and 7:00 p.m. & Sat 8:30am to 1:30pm Eastern Time
2. Send us an email using the Online Banking application's e-messaging feature
3. Write us at: **PIONEER BANK**, Pioneer Plaza, PO Box 11799, Albany, NY 12211

If you think that your account statement is incorrect or you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared.

1. Provide us with your name and account number;
2. Describe the error or the transaction in question and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within 10 business days.

FEES. By using People Pay, you authorize us to deduct the fees associated with a transaction from your Designated Account even if they create an overdraft. Fees vary based on the type of payment that will be sent and are presented for your approval when you submit the payment.

THIRD-PARTY FEES. You understand and acknowledge that the use of third-party services (for example, PayPal™) may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. **Pioneer Bank** is not liable or responsible for any such transaction fee.

PROPRIETARY RIGHTS. You acknowledge and agree that **Pioneer Bank** and parties within whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.

TERMINATION. Access to the People Pay service may be suspended or terminated at the discretion of **Pioneer Bank** at any time. Cancellation of the People Pay service is not required as it is a service provided through the **Pioneer Bank** Online Banking connection. However, should you cancel your Online Banking through **Pioneer Bank**; you will also disconnect any ability to continue making payments through the People Pay service.

RULES AND REGULATIONS. This product is governed in addition to this Agreement by all rules and regulations associated with your checking account, the Online Banking and Bill Payment Agreement and Disclosure, and the Electronic Funds Transfer Act.

Content Effective: June 6th, 2018