

# ACCOUNT INFORMATION GUIDE

**W**elcome!

BANK *of*  
COOPERSTOWN  
*a unit of Wayne Bank*  
Member FDIC

BANK *of the*  
FINGER LAKES  
*a unit of Wayne Bank*  
Member FDIC



## PRESIDENT'S WELCOME

Dear Valued USNY Customer:

On July 1, 2020, Norwood Financial Corp, the holding company for Wayne Bank, and UpState New York, Bancorp, the holding company for USNY Bank, Geneva, New York, are scheduled to close their merger transaction in which Norwood Financial Corp will acquire UpState New York Bancorp. The names and branding of Bank of the Finger Lakes and Bank of Cooperstown will remain as units of Wayne Bank.

Wayne Bank, headquartered in Honesdale, Pennsylvania, is committed to maintaining the outstanding service you have come to expect. Serving our local communities since 1871, we are eager to provide our neighbors in Ontario, Yates, and Otsego Counties, New York with the beneficial, knowledgeable, and professional delivery of financial products and services that convey our philosophy of *Helping the Community Grow*.

Accounts will be converted from USNY Bank to Wayne Bank over the weekend of August 15. As a result, certain account policies and changes will take effect on August 17, 2020. Until then, USNY customers will continue banking as usual while we integrate operations. We are working hard to make this transition as seamless as possible.

In the following pages of this guide, you will find pertinent information about changes to your account(s), disclosures on the terms and conditions of use of our products and services, bank policy information, our current pricing schedule, answers to questions you may have, and information for all of our locations. The guide begins with Frequently Asked Questions and a timeline to immediately answer common inquiries.

Under the continuing leadership of Jeff Franklin at Bank of the Finger Lakes and Scott White at Bank of Cooperstown, employees are knowledgeable and prepared to assist you with friendly, personalized, and responsive service. If you have any questions after reviewing the guide, please contact your local branch office.

Bank of the Finger Lakes and Bank of Cooperstown, units of Wayne Bank, thank you for the opportunity to be of service. We value and appreciate your financial relationship and look forward to meeting your needs.

Lewis J. Critelli  
President and Chief Executive Officer  
Wayne Bank



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## TIMELINE

# TIMELINE

**JULY 1, 2020**

MERGER COMPLETED. BUSINESS CONTINUES AS USUAL FOR BANK OF COOPERSTOWN AND BANK OF THE FINGER LAKES CUSTOMERS WITH CHANGES OCCURING ON KEY DATES PER THIS TIMELINE



**AUGUST 3 THRU AUGUST 12, 2020**



NEW DEBIT CARDS ARE DELIVERED IN THE MAIL WITH ACTIVATION INSTRUCTIONS (REFER TO PAGE 12 FOR MORE DETAILS AND IMPORTANT INFORMATION)



**AUGUST 17, 2020**



NEW WAYNE BANK DEBIT AND ATM CARDS WILL BE AVAILABLE FOR TRANSACTIONS.



**AUGUST 14, 2020**

A FINAL ACCOUNT STATEMENT FOR ALL CHECKING AND SAVINGS ACCOUNTS WILL BE PREPARED AS OF THE CLOSE OF BUSINESS THAT WILL INCLUDE ALL ACCOUNT ACTIVITY UP TO AND INCLUDING AUGUST 14, 2020 AND ALL ACCRUED INTEREST.



**AUGUST 17, 2020**



BANK OF COOPERSTOWN AND BANK OF THE FINGER LAKES DEBIT CARDS BECOME INACTIVE.

9:00 A.M.: BANKING CUSTOMERS MAY BEGIN USING WAYNE BANK ONLINE, MOBILE, AND TELEPHONE BANKING SERVICES



**AUGUST 14 THRU AUGUST 16, 2020**

BANK OF COOPERSTOWN AND BANK OF THE FINGER LAKES PERSONAL ONLINE, MOBILE AND TELEPHONE BANKING SERVICES WILL BE AVAILABLE FOR INQUIRY ACCESS ONLY (REFER TO PAGE 13 FOR MORE DETAILS AND IMPORTANT INFORMATION)





**1. Q. When will USNY and Wayne Bank's products and services be combined?**

**A.** August 17, 2020 will be the first day that banking operations will be completely combined under one system.

**2. Q. What changes to my USNY account(s) can I expect?**

**A.** Changes to the names, features, and benefits of accounts and services are described in this guide. It is important that you review this information thoroughly and contact your Local USNY Community Office with any questions or concerns you may have. For more information on Wayne Bank, please visit us at [waynebank.com](http://waynebank.com).

**3. Q. Will my account number(s) change?**

**A. No.** You will continue to use your current USNY account number(s).

**4. Q. Can I continue to use my current supply of checks?**

**A. Yes,** you may continue to use your USNY checks, including Home Equity Line of Credit (HELOC) checks. There is no immediate need to reorder. All checks will process through Wayne Bank without interruption. When your current supply is depleted, reorders will bear Bank of Cooperstown or Bank of the Finger Lakes, a unit of Wayne Bank, and Wayne Bank's routing number.

**5. Q. Will there be changes to my account statement?**

**A.** Your account statements will have a new look but will provide the same transaction detail. If you receive e-statements, you will continue to receive an e-statement. For more information refer to the **Electronic Banking Services** section of this guide.

You will receive a special cutoff statement as of the close of business on August 14, 2020, that will include activity from your previous USNY statement and then, your normal statement cycle will resume. For the special cutoff statement no monthly service charge or fees will be assessed, however, for interest-bearing checking and savings accounts, any accrued interest since your previous statement will be posted on August 14, 2020 and again during your normal statement cycle. On your normal statement cycle any applicable service fees will be assessed.

**6. Q. Will I still receive images of my checks with my statements?**

**A.** You may or may not receive check images depending on the changes in terms that pertain to your particular account when it converts to a Wayne Bank account. Check images are available through Online Banking for free.



## FREQUENTLY ASKED QUESTIONS

### 7. **Q. How will my direct deposit, automatic payments and/or automatic transfers be affected by this change?**

**A.** Payroll, government and any other direct deposit or pre-authorized payments that you have authorized will continue to process without interruption. Recurring automatic transfers from your USNY consumer account to another USNY account will also continue without interruption. This does not include recurring transfers set up through USNY Business Online Banking. They will need to be set up as new transfers.

On or after August 17, 2020, if you request any new direct deposits or electronic payments, please provide Wayne Bank's routing number **031308548**.

Beginning August 17, 2020, Wayne Bank will automatically notify and request that senders (originators) of your direct deposits or electronic payments change the bank's routing number to Wayne Bank's routing number **031308548**. As a result of our request, you may receive notification from the sender (originator) of our request and, in some cases, they may request your confirmation or authorization to make this change. To avoid any disruption, you must provide any authorization or confirmation requested.

If you have any non-recurring electronic payments, you will need to change the bank routing number to **031308548**.

**Please note that payment and transfer information referenced in this section does not include Electronic Banking Services such as bill payment services and recurring payments authorized with your debit or ATM card.** For more information related to these services, please refer to the **Electronic Banking Services** and **Visa® Debit and ATM Card Services** sections of this guide.

### 8. **Q. Will I receive a new Debit or ATM Card?**

**A. Yes**, you will. Please refer to the **Visa® Debit and ATM Card Services** section of this guide for more details, including new services.

### 9. **Q. How will access to ATMs or merchant transactions be affected by these changes?**

**A.** During the conversion weekend, August 14, 2020 through August 16, 2020, you will use your USNY debit card. During that time the system will be offline and offline cards limits will be in place. Points-of-sale (POS) limits will be \$250.00 and ATM cash withdrawal limits will be \$125.00. ATM balance inquiries and transfers will be unavailable during this time frame.

### 10. **Q. How will I access Online and Mobile Banking?**

**A.** Please refer to the **Electronic Banking Services** section of this guide for more details, including information on new services.



**11. Q. How will my FDIC insurance be affected if I currently have accounts at both USNY and Wayne Bank?**

**A.** Your deposit accounts at USNY and deposit accounts at Wayne Bank are separately insured for six months, from the date of the legal merger on July 1, 2020 to January 1, 2021.

Certificates of Deposit and Individual Retirement Certificates of Deposit (COD/IRA) generally continue to be separately insured until the earliest maturity date after the end of the six-month period. In addition, COD/IRA accounts that mature during the six-month period and that automatically renew for the same term and in the same dollar amount (either with or without accrued interest) will continue to be separately insured until the first maturity date after the six-month period. COD/IRA accounts that mature within the six-month period and that are renewed for different terms and conditions are not insured separately.

This six-month period gives you the opportunity, if necessary, to make changes to ensure FDIC insurance coverage. For more information on FDIC insurance coverage, including EDIE, the FDIC's Electronic Deposit Insurance Estimator tool, you may visit [fdic.gov](https://www.fdic.gov) or contact your Local USNY Community Office.

**12. Q. How do I make my loan payments?**

**A.** You will continue to receive your monthly billing statement and make your payments as normal. If you have an established automatic pre-authorized payment arrangement this will continue without interruption, but please refer to **Q 7** above for additional information. Your payment due date will not change, but the billing date may change. You may make payments at any Local Community Office or mail your payments to the address on the billing statement.

If you would prefer to establish a pre-authorized payment transfer from your existing USNY account or an account from another bank, please stop by a Local USNY Community Office to a sign pre-authorized payment request form.

Effective August 17, 2020, you will have the capability to debit your account at another financial institution for your USNY loan payment using Wayne Bank's Bill Matrix system. Go to [bankofthefingerlakes.com](https://bankofthefingerlakes.com) or [bankofcooperstown.com](https://bankofcooperstown.com) and click on loan payment at the bottom of the web page for more information or to enroll.

**13. Q. Will any deposit rates change on August 17, 2020?**

**A.** Certificates of Deposit (COD/IRA) accounts will maintain the same interest rate until maturity. Interest rates and Annual Percentage Yields (APYs) for your other deposit accounts will change to the current rates and APYs offered for the corresponding Wayne Bank products as of August 17, 2020. Please refer to the **Account Conversion Chart** to see what Wayne Bank product your USNY account will be converted to. For a list of other Wayne Bank deposit account interest rates and APYs, please visit [waynebank.com](https://waynebank.com).



## FREQUENTLY ASKED QUESTIONS

**14. Q. I have interest paid by check from my USNY certificate of deposit or an IRA distribution, will this change?**

**A. No.** You will continue to receive any disbursement as scheduled. Wayne Bank does offer direct credit to a Wayne Bank checking or savings account for disbursements. Please contact us for more information or to set up this service.

**15. Q. Will my overdraft protection sweep from my checking/savings account to my other checking account remain the same?**

**A. Yes.** However, sweeps will transfer in the increment needed to cover the overdraft and a **\$10.00 transfer fee will be assessed** from your checking account for each transfer.

Wayne Bank also provides overdraft protection sweeps from a Line of Credit for qualified applicants. Please contact your Local Community Office if you are interested in discussing this overdraft protection option.

**16. Q. When may I use both USNY and Wayne Bank Community Office locations?**

**A.** Beginning August 17, 2020, you may use any of Wayne Bank's thirty-one (31) Community Offices. A map of our locations, addresses, and phone numbers are available at the end of this guide or by visiting [waynebank.com](http://waynebank.com).

**17. Q. If I still have questions, where may I go for help?**

**A.** Your Local USNY Community Office will continue to be your main point of contact for support. The current staff in the local offices will continue to be there to provide you with the exceptional level of friendly, local service you are accustomed to.

**18. Q. Will Wayne Bank be offering any new services that USNY does not offer?**

**A.** Yes! We are happy to tell you beginning August 17, 2020 you may use Wayne Bank's Telephone Banking Service by calling 877-929-6325 or 877-waynebk. With your Wayne Bank debit card you will also have access to over 33,000 surcharge-free ATMs nationwide through the MoneyPass® network. Go to [moneypass.com](http://moneypass.com) to find a surcharge-free ATM. All USNY Offices will have Instant Issue debit cards in the event your card is lost or stolen. Also, see our product listing for other Wayne Bank products that will be available to you. You will also have access to Account to Account transfers through the Bill Pay System. This feature allows you to transfer money between your accounts held at another Financial Institution. See our Service Fee Schedule on page 35 for applicable fees.

## ACCOUNT CONVERSION CHART



Wayne Bank offers a variety of accounts designed to meet your particular needs. Your USNY account will be converted to the most comparable Wayne Bank account and will be subject to the terms and conditions of that comparable account effective August 17, 2020. Please use the chart below to identify your current USNY account and the new Wayne Bank account that it will convert to on August 17, 2020. Account descriptions, along with terms and conditions are located on the pages indicated.

Current USNY Account	New Wayne Bank Account	Page
▪ Personal Checking	Simply FREE Checking	7
▪ Simply Smart E-checking	Simply Smart E-checking	7
▪ Personal Interest Checking ▪ Relationship Reward Interest Checking	NOW Checking	7
▪ Health Savings Individual ▪ Health Savings Family	Health Savings Checking Individual Health Savings Checking Family	8
▪ Business Checking	Business Checking	8
▪ Business Interest Checking ▪ IOLA Checking	Business Interest Checking	8
▪ Business Analyzed Checking	Business Advantage Checking	8
▪ Personal Money Market (MMDA) ▪ Simply Smart Money Market (MMDA)	Money Market Deposit Account (MMDA)	8
▪ Business Money Market (MMDA) ▪ ICS Money Market	Business Money Market Deposit Account (MMDA)	8
▪ Relationship Reward Money Market (MMDA) ▪ Relationship Reward Business Money Market (MMDA) ▪ Municipal Money Market (MMDA)	Investor Account	9
▪ Personal Savings ▪ First Home Savings	Statement Savings	9
▪ Business Statement Savings	Business Statement Savings	10



## ACCOUNT SUMMARIES AND DISCLOSURES

### Simply FREE Checking:

- Non-interest bearing checking account
- No minimum balance is required and no monthly service fee
- Unlimited check writing
- Monthly transaction statement
- Check image safekeeping – check images are not returned with the monthly statement
- Check images are available free of charge upon request or by using Wayne Bank's free Online Banking services
- *Other fees may apply, refer to the Service Fee Schedule included in this Information Guide*

### Simply Smart E-Checking:

- Interest is earned on the entire balance and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- No minimum balance is required and no monthly service fee
- Monthly transaction statement required to be an eStatement
- Check image safekeeping – check images are not returned with the monthly statement
- Check images are available free of charge upon request or by using Wayne Bank's free Online Banking services
- *Other fees may apply, refer to the Service Fee Schedule included in this Information Guide*

### NOW Checking:

- Interest is earned on balances of \$500.00 and higher and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- If the daily account balance falls below \$500.00, a \$5.00 monthly service charge applies
- Unlimited check writing
- Monthly transaction statement
- Check image safekeeping – check images are not returned with the monthly statement
- *Other fees may apply, refer to the Service Fee Schedule included in this Information Guide*

### Health Savings Checking, Individual and Family:

- Interest is earned on the entire balance and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- No minimum balance is required
- There is a \$2.50 monthly maintenance fee
- Monthly transaction statement
- *Other fees may apply, refer to the Service Fee Schedule included in this Information Guide*



## **Business Checking:**

- Non-interest bearing checking account
- No minimum balance is required and no monthly service fee
- Per item charge of \$.25 per transaction after a combined item allowance of 250 free items per month
- Monthly transaction statement with check images
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*

## **Business Interest Checking:**

- Interest is earned on balances of \$1,500.00 and higher and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- Daily balance falls below \$1,500.00, a \$10.00 monthly service charge applies
- Unlimited check writing
- Monthly transaction statement with check images
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*

## **Business Advantage Checking:**

- Non-interest bearing checking account
- \$15.00 monthly service fee
- Analysis fee \$.10 per check and ACH credit/debit, \$.25 per deposit ticket, \$.15 per deposited item
- Monthly fee and analysis fee can be offset with .10% earning credit rate, excess earnings credit does not credit to the account
- Monthly transaction statement with check images
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*

## **Money Market Deposit Account (MMDA), Including Business (MMDA):**

- Interest is earned on balances of \$2,500.00 and higher and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- If the daily balance falls below \$2,500.00, a \$10.00 monthly service charge applies
- Monthly transaction statement with check images
- Federal Banking regulations restrict the number of preauthorized transfers and/or check, debit or similar orders payable to third parties to a limit of six per month
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*



## ACCOUNT SUMMARIES AND DISCLOSURES

### Investor Account:

- Premium rate money market account that offers a tiered interest rate schedule based on deposit levels as follows:

\$5,000.00 to \$24,999.99	\$25,000.00 to \$49,999.99
\$50,000.00 to \$99,999.99	\$100,000.00 to \$249,999.99
\$250,000.00 and higher	
- Interest is earned on balances of \$5,000.00 and higher and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- If daily balance falls below \$25,000.00, a \$15.00 monthly service charge applies
- Monthly transaction statement with check images
- Federal Banking regulations restrict the number of preauthorized transfers and/or check, debit or similar orders payable to third parties to a limit of six per month
- *Other fees may apply, please refer to Service Fee Schedule included in this Information Guide*

### Statement Savings, Including Business:

- Interest is earned on balances \$50.00 and higher and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly. If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- If the daily balance falls below \$200.00, a \$2.00 monthly service charge applies
- Quarterly Statement – a monthly statement may be received if the account has electronic transactions, such as ATM withdrawals or internet banking transfers
- Federal Banking regulations restrict the number of preauthorized transfers and/or check, debit or similar orders payable to third parties to a limit of six per month
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*

### Certificates of Deposit and Individual Retirement Account Certificates of Deposit

If you have a Certificate of Deposit or an Individual Retirement Account Certificate of Deposit, the current terms and conditions of your account will remain in effect until maturity.

At maturity, you may renew your account under the new terms and conditions offered by Wayne Bank. A renewal notice will be mailed prior to your renewal date. Included with this notice will be your new terms and conditions, including any change to early withdrawal penalties.

**DESCRIPTION OF OTHER AVAILABLE WAYNE BANK DEPOSIT PRODUCTS****Rewards Checking:**

- Interest is earned on all balances and begins to accrue on the date of deposit
- Interest is compounded daily and credited monthly
- If you close your account before interest is credited, you will not receive the accrued interest
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- Monthly membership fee of \$5.00 with no minimum balance requirement
- Unlimited check writing
- Monthly transaction statement with check images
- Free check orders for program style checks
- Waived annual fee on Visa Debit cards (up to two cards per account)
- Waived overdraft protection sweep fee
- Free bank checks
- Free Instant Issue Debit Cards
- Members only quarterly bank promotions
- *Other fees may apply, refer to the Service Fee Schedule included in this Information Guide*

**Holiday Statement Savings:**

- Interest is earned on all balances and begins to accrue on the date of deposit
- Interest is compounded daily and credited annually on October 15<sup>th</sup>
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- The annual check disbursement for the balance plus credited interest is created on October 15<sup>th</sup> (if the 15<sup>th</sup> is a non-business day, the disbursement will be completed on the next business day)
- Wayne Bank does offer the option of crediting your annual disbursement to a Wayne Bank checking or savings account, contact us for more information or to set up this service
- An annual statement is issued following the disbursement of funds
- Federal Banking regulations restrict the number of preauthorized transfers and/or check, debit or similar orders payable to third parties to a limit of six per month
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*

**All-Purpose Statement Savings (Vacation Savings):**

- Interest is earned on all balances and begins to accrue on the date of deposit
- Interest is compounded daily and credited annually on May 15<sup>th</sup>
- Interest rate and Annual Percentage Yield are subject to change at the Bank's discretion
- The annual check disbursement for the balance plus credited interest is created on May 15<sup>th</sup> (if the 15<sup>th</sup> is a non-business day, the disbursement will be completed on the next business day)
- Wayne Bank does offer the option of crediting your annual disbursement to Wayne Bank checking or savings account, contact us for more information or to set up this service
- An annual statement is issued following the disbursement of funds
- Federal Banking regulations restrict the number of preauthorized transfers and/or check, debit or similar orders payable to third to a limit of six per month
- *Other fees may apply, please refer to the Service Fee Schedule included in this Information Guide*



## ACCOUNT SUMMARIES AND DISCLOSURES

### Regular Certificates of Deposit and IRA

Wayne Bank provides a full range of options for Certificate of Deposit investors. Flexible investment terms (from 32 days to 60 months!) at competitive annual percentage yields.

### 24 Month Building Block (Add-On) Certificate of Deposit and IRA

Get flexibility and a great rate with Wayne Bank's popular Building Block Add-On CD. This CD allows you to grow your investment by making additional deposits and permits one penalty free full or partial withdrawal during the initial term.

### Safe Deposit Box Services

Many Wayne Bank Community Offices offer Safe Deposit Box rentals. Visit [waynebank.com](http://waynebank.com) for available locations and the service fee schedule for pricing.

### Description of Lending Services

Wayne Bank offers a wide range of personal and business lending solutions.

- Business Lending: Whether you are an up-and-coming entrepreneur, a well-established family business, or a sole proprietor looking for personal financial guidance, we have the resources and expertise to be a partner in your success.
- Personal Lending: We offer a simple online prequalification process that makes it easy to take that first step.
- Market expertise with face-to-face guidance from a professional lender who understands your specific needs and is invested in your success.
- A variety and depth of lending options for financing a diverse range of purchases and activities.
- Fast, local decisions and loan processing.



For more information regarding these and our other products and services, visit [waynebank.com](http://waynebank.com) or contact your Local Community Office.



- If you currently have a USNY Visa® Debit Card and/or ATM card you will automatically be mailed a new Wayne Bank Visa® Debit Card and/or Wayne Bank ATM card with new Terms and Conditions. Cards will begin to arrive in the mail the week of August 3, 2020.
- When you receive your new card, there will be instructions to call a toll-free number to activate your card and to select your personal identification number (PIN). You can begin using your Wayne Bank Visa® Debit Card or ATM card for transactions beginning August 17, 2020.
- **Continue to use your USNY Card until August 16, 2020, and once you have successfully completed a transaction with your new Wayne Bank card, destroy your USNY card, as your USNY card will be closed for card use on August 17, 2020.**
- For your convenience, your new Wayne Bank Visa® Debit Card or ATM card will be issued with the current USNY Point-of-Sale (POS) purchase and the ATM withdrawal daily limit will increase to \$600.00.
- There is an annual cardholder fee per card of \$12.00 for Consumer Debit and ATM cards and \$15.00 for Business Debit cards that is automatically debited from your primary checking or savings account on the 15<sup>th</sup> of May.
- Through Visa®, your card will be accepted at millions of merchant locations worldwide.
- Wayne Bank and USNY Community Offices provide free ATM access to your funds 24 hours a day/ 7 days a week. You will also have access to over 33,000 surcharge-FREE ATMs nationwide through MoneyPass®. Visit [moneypass.com](https://www.moneypass.com) to find the nearest location.
- If your card is lost or stolen contact your local Community Office.

#### Debit Card Security Tips

- Security is one of our main concerns and we are monitoring for any unusual transaction activity 24/7, particularly in areas across the U.S. and worldwide that have greater instances of card fraud.
- When traveling outside of Pennsylvania or New York, please contact your Local Community Office prior to your travels to avoid any potential disruption in card acceptance, as well as for additional travel tips and reminders. It is a good idea to have a backup credit card in case your debit card does not work.
- Knowing your PIN is essential to card security and accessibility, as there may be instances at certain merchant locations and/or based on a transaction amount where a signature purchase may be declined. If this happens, please ask the merchant to process the transaction as a “debit” and use your PIN as authorization. If we do identify suspicious activity, you will be contacted by our Fraud Department (please note, you will never be asked to provide your card number or PIN) to verify transactions.
- For additional information on local and national fraud issues, please visit the [Help – Alerts](#) page of our website at [waynebank.com](https://waynebank.com) or contact your Local Community Office with any questions.

#### Other Wayne Bank Visa® Debit Card Features

- **CardValet®** – Free service that lets you manage your debit card anytime, anywhere, with your mobile device.
- **Apple Pay®** – A convenient way to pay with your iPhone, iPad or Apple Watch, using your debit card.
- **VISA Checkout®** – Makes online shopping more enjoyable by making it easy to complete your purchase. To enroll, visit [waynebank.com](https://waynebank.com) and click on Personal Banking/Debit Cards/Visa Checkout®.



## ELECTRONIC BANKING SERVICES

In addition to explaining the transition from your USNY Electronic Banking Services to Wayne Bank's, we are excited to be able to provide you with new services, such as, Telephone Banking, PopMoney Account to Account Transfers and more! For questions and information visit [waynebank.com](http://waynebank.com) or contact your Local Community Office.

At this time connection to Intuit's QuickBooks and Quicken products are not available. This service may be available in the future. The cut off time for internal transfers is 5:30 p.m. EST. All transfers processed after 5:30 p.m. will be processed the next business day. The cut off time for bill pay is 5:00 p.m. EST. All bill payments processed after 5:00 p.m. EST will be processed the next business day.

**Personal Online Banking** credentials (access ID), account history, post-dated and recurring transfers, bill payment merchant information, recurring and post-dated bill payments, **will remain intact** when you log in to Wayne Bank's Online Banking that will be available on August 17, 2020.

- **USNY Personal Online Banking services will be in an inquiry only mode beginning at 3:00 p.m. on August 14, 2020. Transfers will not be accepted, but scheduled transfers will process.**
- On August 17, 2020 you will login with your existing access ID and a temporary password. **Your temporary password will be the last four digits of your social security number.** You will then be prompted to change your password and set up security questions and answers.
- You will no longer have access to iPay (Bill Payment) services on USNY's website starting at 3:00 pm on August 13, 2020. You will have bill pay access using Wayne Bank's bill payment service starting the morning of August 17, 2020. If you have payments to process between August 13<sup>th</sup> and August 17<sup>th</sup> please process the payments ahead of time using USNY's iPay service. Future dated payments will convert to Wayne Bank.
- Bill payments processed on USNY's iPay service that are within 4 business days of conversion weekend August 14, 2020 may not process on time. To avoid any late fees from your merchants please process all payments due August 9, 2020 or later 4 business days earlier than you normally would process the payment using USNY's iPay service.
- Pay a Person payees and contact information will not transfer to Wayne Bank. You will need to add all contact information as new in Wayne Bank's PopMoney - person to person payment system.
- Bill pay history will not convert. Prior to conversion we suggest you go to USNY's iPay service and save or print your bill pay history. Payment history will build going forward after conversion.
- Every user's access ID, password, security questions and answers are the same for both Online and Mobile Banking. Use the same credentials for both when you logon.

**Business Online Banking** credentials (login), account history, bill payment merchant information, recurring and post-dated bill payments, **will remain intact** when you log in to Wayne Bank's Business Online Banking that will be available on August 17, 2020.

- **USNY Business Online Banking services will be in an inquiry only mode beginning at 3:00 p.m. on August 14, 2020. Transfers will not be accepted, but scheduled transfers will process.**
- You will no longer have access to iPay - Bill Payment services on USNY's website starting at 3:00 pm on August 13, 2020. You will have bill pay access using Wayne Bank's bill payment service starting the morning of August 17, 2020. If you have payments to process between August 13<sup>th</sup> and August 17<sup>th</sup> please process the payments ahead of time using USNY's Bill Payment service.



- Bill payments processed on USNY's iPay service that are within 4 business days of conversion weekend August 14, 2020 may not process on time. To avoid any late fees from your merchants please process all payments due August 9, 2020 or later 4 business days earlier than you normally would process the payment using USNY's iPay service.
- Post-dated and recurring internal transfers set up on USNY's Business Online Banking will not convert. These transfers will need to be set up as new transfers on Wayne Bank's Business Online Banking system.
- On August 17, 2020, you will login with your existing access ID and a temporary password. Your temporary password will be the numbers 1234 + first four characters of access ID. For example if your access ID is ABCDCorp1 your temporary password will be 1234ABCD. You will then be prompted to change your password and set up security questions.
- Every user's access ID, password, security questions and answers are the same for both Online and Mobile Banking. Use the same credentials for both when you logon.

#### Personal and Business Online Banking Services:

On August 17, 2020, you will be able to access your account information online from the same website you access today. Visit [bankofcooperstown.com](http://bankofcooperstown.com) or [bankofthefingerlakes.com](http://bankofthefingerlakes.com) Online Banking page to log in. It may take up to a week to see all of your account history and 45 days to see check images in Online Banking. Contact your Local Community Office if you need information on account history or a copy of a check.

**Personal Mobile Banking** credentials (login), account history, post-dated and recurring transfers, bill payment merchant information, recurring and post-dated bill payments, **will remain intact** when you log in to Wayne Bank's app which will be available on August 17, 2020. You will need to download the Wayne Bank app. The USNY app will no longer be valid. If you login to the app prior to Online Banking you will be prompted to change your password and set up security questions and answers. Use the same temporary password as described above for Personal Online Banking. Every user's access ID, password, security questions and answers are the same for both Online and Mobile Banking.

**Business Mobile Banking** credentials (login), account history, bill payment merchant information, recurring and post-dated bill payments, **will remain intact** when you log in to Wayne Bank's Online Banking that will be available on August 17, 2020. You will need to download the Wayne Bank app. The USNY app will no longer be valid. If you login to the app prior to Online Banking your will be prompted to change your password and set up security questions and answers. Use the same temporary password described above for Business Online Banking. Every user's access ID, password, security questions and answers are the same for both Online and Mobile Banking.



Search for 'Wayne Bank' in the Apple Store or Google Play to download the Wayne Bank Mobile App.



## ELECTRONIC BANKING SERVICES

- **New to Mobile Banking?** You can download Wayne Bank's App and if you are an existing Online Banking customer, simply use your Online Banking login credentials, if you are not an Online Banking customer, enroll as a new user at waynebank.com. New and existing App users will be prompted to agree to our Terms and Conditions.
- If you have Mobile Deposit with USNY you will continue to have access to Mobile Deposit when you access Wayne Bank's App. Deposits are accepted up until 4:00 p.m. for credit the same business day, deposit received after 4:00, will be processed the next business day. For the personal app, per check limit is \$1,500.00 and daily deposit limit is \$3,000.00. For the business app, per check limit is \$5,000.00 and the daily deposit limit is \$10,000.00.

### **Remote Deposit Capture:**

Wayne Bank's Business Link gives business customers the ability to save time and money by scanning check deposits from the convenience of your office. If your business currently has a check scanner with USNY you will be contacted to convert to the Wayne Bank RDC system. Visit waynebank.com for more information. You can view a demo of Wayne Bank's RDC service using the following URL: <https://www.onlinebanktours.com/mobile/?b=1964&c=62821>

**Telephone Banking: A great new service that will be available to USNY customers on August 17, 2020.** You can access Wayne Bank's Telephone Banking by calling 877-WAYNEBK or 877-929-6325 and using the last four digits of your social security number for the password or PIN. Wayne Bank's Telephone Banking is available 24 hours a day / 7 days a week. You can inquire on account history, check if a specific check has cleared, place stop payments, make internal transfers and more.



## Terms and Conditions of Your Account

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**(1) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**(2) Agreement.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Pennsylvania and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.



## TERMS AND CONDITIONS

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**(3) Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**(4) Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept

for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **(5) Withdrawals.**

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or



transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of

the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.



### (6) Ownership of Account and Beneficiary Designation.

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship.** (*And Not As Tenants In Common*). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship.** (*As Tenants In Common*). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust Account.** If two of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

### (7) Business, Organization, and Association

**Accounts.** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**(8) Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**(9) Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**(10) Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any



outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**(11) Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

**(12) Statements.**

**Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized

signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** *(For consumer accounts only).* For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**(13) Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**(14) Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**(15) Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.



## TERMS AND CONDITIONS

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**(16) Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**(17) Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**(18) Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or

other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**(19) Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**(20) Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**(21) ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to



have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**(22) Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**(23) Authorized Signer (Individual Accounts only).** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The designation of an authorized signer does not create a power of attorney; therefore, the authorized signer is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

**(24) Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**(25) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(26) Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

The diagram illustrates the correct placement for indorsements on the back of a check. It shows the front of a check with fields for Name, Address, City, State, Pay to the order of, Bank Name and Location, and Memo. The back of the check shows the trailing edge and a designated area for indorsement. A vertical dashed line marks the trailing edge, and a horizontal double-headed arrow indicates a 1 1/2" width from this edge. The text 'Keep your indorsement out of this area.' is placed to the right of the dashed line, indicating the area to avoid.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.



**(27) Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**(28) Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**(29) Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**(30) Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**(31) Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number

on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**(32) Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.



With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**(34) Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**(35) Early Withdrawal Penalties** *(and involuntary withdrawals)*. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**(36) Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to

communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**(37) Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**(38) Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**(39) Additional Terms.**



## FUNDS AVAILABILITY POLICY DISCLOSURE

### Funds Availability Policy Disclosure Effective 7/1/2020 YOUR ABILITY TO WITHDRAW FUNDS AT WAYNE BANK

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit.

Once funds are available, you can withdraw the funds in cash and/or we will use the funds to pay checks/ debits you have authorized. For determining the availability of your deposits, each day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. Deposits made on a non-business day will be considered as being made on the following business day.

#### **Reservation of Right to Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

#### **Longer Delays May Apply**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit may not be paid for a number of reasons which will be disclosed to the customer upon placing the hold.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.



### **Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on WAYNE BANK will be available on the first business day after the day of your deposit. Funds from all other check deposits, will be available not later than the ninth business day after the day of your deposit.



## ELECTRONIC FUNDS TRANSFER DISCLOSURE

The electronic funds transfer that we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. If you are a current USNY Visa® Debit Card or ATM cardholder, you will receive, with your new card, a new Visa® Debit or ATM Card Disclosure Notice with additional information related to Electronic Funds Transfer (EFT) and your rights and obligations.

### Types of Transfers

- Prearranged transfers that you make arrangements for and that are accepted into your checking or savings account, including certain direct deposits and certain payments for recurring bills;
- Telephone transfers that you initiate with your personal identification number (PIN) and touch tone phone to transfer among your checking, savings and line of credit or payments to your loan account;
- Accessing your account using Wayne Bank's Online and Mobile Banking and Bill Payment service to transfer funds and make payments;
- Accessing your account(s) using your Wayne Bank Visa® Debit Card or ATM card at ATM or merchant point-of-sale locations (in person, by computer, or by phone to pay for goods and services); and
- 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 pay for purchases or bills.

### Business Days

For the purpose of this EFT disclosure our business days are Monday through Friday, 8:30 a.m. to 5:00 p.m. and Saturdays 8:30 a.m. to 12:00 p.m. Sundays and Federal Holidays are not included.

### Unauthorized Transfers

#### Consumer Liability:

Tell us at once if you believe your Wayne Bank Visa® Debit or ATM Card or personal identification number (PIN) has been lost or stolen, or if you believe that an electronic funds 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 line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

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

If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### Contact us in the event of an unauthorized transfer:

By calling 1-800-598-5002 or write us at Wayne Bank, Attn: Deposit Operations, PO Box 269, Honesdale, PA 18431. Calling is the best way to keep your possible losses down.



## **Confidentiality**

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission, or
- As disclosed in our separate Privacy Notice.

## **Documentation**

### Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using one of our ATM's or a point-of-sale terminal.

### Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at 1-800-598-5002 to find out whether or not the deposit has been made.

### Periodic Statements

You will get a monthly statement if you have a checking account. If you have a savings account, you will get a monthly statement, unless there are transfers in a particular month and then you will receive a quarterly statement.

## **Preauthorized Payments**

### Right to Stop and Procedure for Doing So

If you have told us in advance to make regular payments out of your account, you can stop any of these payments as follows:

- Call us at 1-800-598-5002, or write us at Wayne Bank, Attn: Deposit Operations, PO Box 269, Honesdale, PA 18431, in time for us to receive your request 3 business days or more before the payment is scheduled to be made.
- If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. There is a \$35 stop payment fee for each order you give us.

### Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### Liability for Failure to Stop Payment of Preauthorized Transfer

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



## ELECTRONIC FUNDS TRANSFER DISCLOSURE

### **Financial Institutions Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

### **ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used) and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.



### General Overdraft Information

- Payment items are posted to accounts in a manner that minimizes customer overdrafts and related fees with the posting order and manner outlined below:
  - Over-the-counter cashed checks/withdrawals – Amount low to high
  - ATM/Point-of-Sale – Amount low to high
  - ACH (automated clearing house) – Amount low to high
  - Serial Number – Serial number (check number) order
- If an overdraft balance is greater than \$5.00, non-sufficient fund fees (NSF) will be assessed.
- A maximum of five (5) non-sufficient fund fees (paid or returned item) will be assessed against a consumer account per business day; there is no daily maximum for these fees on non-consumer accounts.
- If an account has been overdrawn for five (5) consecutive business days and has an overdraft balance greater than \$5.00, a \$5.00 per day consecutive overdraft fee will be assessed.
- If your account is overdrawn, we may restrict your debit card.

### Discretionary Overdraft Service – New service

Wayne Bank offers a discretionary overdraft service. If your account qualifies for this discretionary service you will be notified in writing. Once you qualify if your account should become overdrawn, we will strive to pay items presented in anticipation of you making a deposit immediately to bring your account to a positive balance. However, the bank is under no obligation to pay items against non-sufficient funds (NSF), even if previous NSF transactions were paid.

For each non-sufficient fund transaction, your account will be charged our current NSF Item Fee of \$35.00. If we should opt to return an item unpaid, the NSF Item Fee will be reversed and your account will be charged a Return Item Fee of \$35.00. When items are presented against non-sufficient funds, you will be mailed an overdraft notice that will advise you of your account balance, list each item and if the item was paid or returned, and all related fees.

This discretionary service does include ATM and everyday debit card transactions if, with USNY, you selected and consented to this service. Non-consumer accounts automatically include ATM and everyday debit card transactions. If you would prefer that we not honor any items\*, including checks and ACH, when you have non-sufficient funds or if you wish to cancel your consent to include ATM and everyday debit card transactions, contact your Local Community Office.

Wayne Bank provides a number of lower cost overdraft protection alternatives, such as an automatic transfer from your savings account or from a Cash Reserve Line of Credit (available to qualifying applicants). For more information, contact your Local Community Office.

Know that without this discretionary service or some other service, such as a line of credit (which we offer to qualified customers) or an automated account transfer (set up upon request) any items presented against non-sufficient funds will be returned unpaid and you will be charged a \$35.00 Return Item Fee.



## OVERDRAFT INFORMATION

\*Items include preauthorized debits, telephone transfers, online bill payments, Internet banking transactions, in-branch withdrawals, and checks (Subject to the Bank's Overdraft Service Policy).

### What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

▪ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit cards transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

▪ **What fees will I be charged if Wayne Bank pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of \$35.00 each time we pay an overdraft.
- There is a five (5) per day limit on the total fees we will charge you for overdrawing your account.
- If your account is overdrawn \$5.00 or more for five (5) consecutive days we will charge your account an additional \$5.00 per day continuous overdraft fee.

▪ **What if I want Wayne Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, contact your Local Community Office, or complete the form below and mail to: Wayne Bank, PO Box 269, Honesdale, PA 18431 or visit one of our Community Offices.



☐ I want Wayne Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Print Customer Name:	
Signature:	
Date:	
Checking Account (list each account):	

**Bank Use Only**

Accepted by (Enter Name): \_\_\_\_\_ Branch/Dept.: \_\_\_\_\_

Request was taken (Check Box):    In Person ☐    Phone ☐    (Privacy Guidelines were Completed)

Confirmation Letter Mailed (Enter Date): \_\_\_\_\_

Maintenance Completed By (Enter Initials): \_\_\_\_\_ Date Completed: \_\_\_\_\_



## FACTS

### WHAT DOES Wayne Bank DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction and loss history
- credit history and credit scores
- overdraft history and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share **non-public** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **non-public** personal information; the reasons Wayne Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wayne Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	No
<b>For nonaffiliates to market to you</b>	No	No

#### Questions?

Call 800-598-5002 or go to [www.waynebank.com](http://www.waynebank.com)



Who we are	
Who is providing this notice?	Wayne Bank
What we do	
How does <b>Wayne Bank</b> protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does <b>Wayne Bank</b> collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ pay your bills or give us your contact information</li> <li>■ use your debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Wayne Bank does not share with our affiliates.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Wayne Bank does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include credit card companies.</li> </ul>
Other important information	



## SUBSTITUTE CHECKS AND YOUR RIGHTS

### SUBSTITUTE CHECKS AND YOUR RIGHTS

#### Important Information About Your Checking Account Substitute Checks and Your Rights

##### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

##### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to the first \$2,500 of your refund (plus interest if your account earns interest) by the 10th business day after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than the 45<sup>th</sup> calendar day after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

##### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact **Deposit Operations at 570-253-7934 or by mail to PO Box 269 Honesdale, PA 18431**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include: A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (*identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check*).

# SERVICE FEE SCHEDULE



## Service Fee Schedule effective 11/1/19

Account Research Fee	\$ 25.00	per hour
Account Restraint Services Fee (writs, levies)	\$ 100.00	plus legal costs
<b>ATM/Check Card Fees</b>		
Business Annual Cardholder fee	\$ 15.00	per active card
Consumer Annual Cardholder fee	\$ 12.00	per active card
Instant Issuance Card	\$ 3.00	
Lost/Stolen Card Replacement	\$ 5.00	
International Transaction Fee	2.00%	of the transaction amount
	1.80%	in US currency
Bond Coupon Collection Fee	\$ 15.00	
Check Collection Fee (foreign and domestic check collections)	\$ 25.00	plus drawee bank charges
Check Protest Fee	\$ 35.00	
<b>Dormant Account Fees</b>		
Checking accounts dormant after 1 year of inactivity	\$ 5.00	per month
Savings, Money Market, & Investor account dormant after 2 years of inactivity	\$ 5.00	per month
Escheatment Fee	\$ 50.00	
Charged to accounts that are escheated due to abandoned property laws		
<b>Foreign Currency Exchange Fee</b>		
Purchasing foreign currency (USD to foreign)	\$ 10.00	plus shipping
Selling foreign currency (foreign to USD)	\$ 15.00	plus shipping
<b>Insufficient Funds Fee</b>		
NSF Item Fee*	\$ 35.00	
NSF Return Item Fee*	\$ 35.00	
Maximum of 5 fees per day for overdraft balances of \$5.00 or more for consumers only, business accounts have no maximum		
Continuous Overdraft Fee	\$ 5.00	per day
Charged when a consumer account remains overdrawn \$5.00 or more for five days, business accounts are charged for all continuous overdrafts and all dollar amounts overdrawn for five days or more		
*Fee applies to all accounts having insufficient funds for each check, preauthorized debit, ATM withdrawal and transfer, Point of Sale (POS) transaction, telephone transfer, online bill payment, online banking transaction, in-person withdrawal, or other electronic means.		
IRA Transfer Fee	\$ 25.00	
Charged per IRA transferred to another institution		
<b>Loan Payment Fees</b>		
Telephone request to bank employee	\$ 8.00	
Online payment using Bill Matrix as a guest	\$ 5.00	
Online payment using Bill Matrix as a registered user	free	
Medallion Stamp Signature Guarantee Fee	\$ 10.00	
<b>Night Depository Fees</b>		
Night Depository Locked Bags	\$ 25.00	per bag
Night Depository Unlocked Bags	\$ 5.00	per bag
Lost Night Depository Vault Key	\$ 5.00	
<b>Official Bank Check Fees (waived for Rewards Checking members)</b>		
Certified Checks	\$ 5.00	
Money Orders	\$ 5.00	
Official Checks	\$ 7.00	
Cashiers Checks	\$ 5.00	
<b>Overdraft Protection Fees</b>		
Overdraft Protection Sweep (from another Wayne Bank account)	\$ 10.00	per transfer
Consumer Line of Credit (Cash Reserve)	\$ 50.00	per year
Business Equity Line of Credit	\$ 5.00	per transfer

Revised August 1, 2019



## SERVICE FEE SCHEDULE

Photocopy Fee	\$ 0.25	each
Print Out of Account Activity or Information Fee	\$ 1.00	per page
Regulation D Excess Transaction Fee Charged to Savings, Money Market, & Investor Accounts	\$ 10.00	per item exceeding 6
Remote Deposit Capture		
Customer owned scanner	\$ 30.00	per month
Bank owned scanner	\$ 50.00	per month
Return of Deposited Item Fee	\$ 12.00	
Safe Deposit Box Fees		
Key Replacement (single lost key)	\$ 35.00	
Box Drilling (must be drilled if both keys lost)	\$ 150.00	plus drilling cost
Past Due Payment (30 days)	\$ 10.00	
Inventory (if completed by bank employee)	\$ 50.00	per hour, 1 hour minimum
Annual Box Rent*		
	2 X 5	\$ 30.00
	2.5 X 5	\$ 30.00
	2.5 X 10	\$ 40.00
	3 X 5	\$ 35.00
	3 X 8	\$ 40.00
	3 X 10	\$ 50.00
	4 X 5	\$ 40.00
	4.5 X 6	\$ 45.00
	4 X 10	\$ 55.00
	5 X 5	\$ 45.00
	5 X 6	\$ 50.00
	5 X 10	\$ 65.00
	6 X 10	\$ 80.00
	8 X 10	\$ 90.00
	9 X 10	\$ 95.00
	10 X 10	\$ 100.00
*Plus NY state sales tax for all boxes rented from NY offices	10.5 X 10.5	\$ 125.00
Statement Fee (reproduced statement)	\$ 5.00	
Stop Payment Fee	\$ 35.00	
Transfer Fees		
Telephone Banking		Free
Online Banking		Free
Mobile Banking		Free
Telephone Request to Bank Employee	\$ 5.00	per transfer
Undeliverable Statement Fee	\$ 5.00	
Charged for each statement returned undeliverable by the USPS		
Wire Transfer Fees		
Incoming Wire	\$ 15.00	
Domestic Outgoing Wire	\$ 30.00	
Foreign Outgoing Wire - Foreign Currency	\$ 55.00	
Foreign Outgoing Wire - US Currency	\$ 65.00	



### Wealth Management and Trust Solutions\*\*\*



Wayne Bank's Wealth Management & Trust Services Division offers a variety of wealth management solutions.

- Estate and Tax Planning
- Executor for your Estate
- Investment Advisor/Manager
- Trust Management
- Custodian of Your Securities

The Wealth Management & Trust Services Division has a successful track record. Our combined staff has over 90 years of experience in financial services. We invite you to review your options with us and allow us to give your investment and estate plans the attention they deserve. For more information, contact your Local Community Office or Wayne Bank Wealth Management Department directly at 570-253-8507.

**\*\*\* Investment products, such as stocks, bonds, and mutual funds: Are Not FDIC Insured; May Lose Value; and Are Not Bank Guaranteed.**

### LPL Financial\*\*\*

Wayne Bank, through its subsidiary Norwood Investment Corp, provides access to the products and services of LPL Financial (a registered broker dealer and registered investment advisor, not affiliated with Norwood Investment Corp or Wayne Bank; securities, advisory services and insurance products are offered through LPL and its affiliated insurance agencies). LPL offers a full line of mutual funds and annuity products. In addition, the brokerage service through LPL Financial gives you the ability to buy and sell stocks at your own convenience. Services available to you include a no-cost, no-obligation evaluation of your current portfolio, a discussion of strategies you are comfortable with, a plan of your financial goals, and the creation of a customized portfolio to help you meet those goals. For more information, please call Scott Rickard, Registered Representative of LPL Financial at 1-800-529-1304.

**\*\*\* Investment products, such as stocks, bonds, and mutual funds: Are Not FDIC Insured; May Lose Value; and Are Not Bank Guaranteed.**



For more information regarding these and our other products and services, visit [waynebank.com](http://waynebank.com) or contact your Local Community Office.



## COMMUNITY OFFICE LOCATIONS

BANK OF COOPERSTOWN	
<b>Cooperstown Office</b> 73 Chestnut Street, Cooperstown, NY 13326 (607) 547-2210	<b>Oneonta Office</b> 34 Main Street, Oneonta, NY 13820 (607) 432-7000
<b>Walk-Up ATM – Otesaga Resort Hotel</b> 60 Lake Avenue, Cooperstown, NY 13326	
BANK OF THE FINGER LAKES	
<b>Geneva Office</b> 389 Hamilton Street, Geneva, NY 14456 (315) 789-1500	<b>Penn Yan Office</b> 100 Main Street, Penn Yan, NY 14527 (315) 536-4110
WAYNE BANK	
<b>Walton Office</b> 131-133 Delaware Street, Walton, NY 13856 (607) 865-4126	<b>Franklin Office</b> 536 Main Street, Franklin, NY 13775 (607) 829-5200
<b>Hamden Office</b> 35861 State Hwy. 10, Hamden, NY 13782 (607) 746-6700	<b>Stamford Office</b> 1 Churchill Avenue, Stamford, NY 12167 (607) 652-7545
<b>Roxbury Office</b> 53898 State Hwy 30, Roxbury, NY 12474 (607) 326-4100	<b>Andes Office</b> 314 Main Street, Andes, NY 13731 (845) 676-3115
<b>Callicoon Office</b> 3 River Road Callicoon, NY 12723 (845) 887-6700	<b>Liberty Office</b> 1972 Route 52E Liberty, NY 12754 (845) 292-2300
<b>Monticello Office</b> 4353 Highway 42 Monticello, NY 12701 (845) 796-0211	<b>Narrowsburg Office</b> 93 Main Street Narrowsburg, NY 12764 (845) 588-2034
<b>Roscoe Office</b> 56 Stewart Avenue Roscoe, NY 12776 (607) 290-4070	<b>Wurtsboro Office</b> 101 Sullivan Street Wurtsboro, NY 12790 (845) 644-4441
<b>Honesdale – Main Office</b> 717 Main Street, Honesdale, PA 18431 (570) 253-1455	<b>Honesdale – Willow Ave. Office</b> 245 Willow Avenue, Honesdale, PA 18431 (570) 253-0212
<b>Hawley Office</b> 63 Welwood Avenue, Hawley, PA 18428 (570) 226-6565	<b>Lakewood Office</b> 17 Como Road, Lakewood, PA 18439 (570) 798-3000
<b>Waymart Office</b> 228 Belmont Street, Waymart, PA 18472 (570) 488-6160	<b>Stroudsburg Office</b> 308 Stroud Mall Road, Stroudsburg, PA 18360 (570) 424-3330
<b>Marshall's Creek Office</b> 5165 Milford Road, East Stroudsburg, PA 18302 (570) 223-0300	<b>Effort Office</b> 2226 Barney Lane, Effort, PA 18330 (570) 517-0468
<b>Tannersville Office</b> 2951 Route 611, Suite 101, Tannersville, PA 18372 (570) 629-1600	<b>Milford Office</b> 111 West Harford Street, Milford, PA 18337 (570) 296-5377
<b>Shohola Office</b> 107 Richardson Avenue, Shohola, PA 18458 (570) 559-7616	<b>Central Scranton Office</b> 216 Adams Avenue, Scranton, PA 18503 (570) 344-6113
<b>Clarks Summit Office</b> 841 Northern Boulevard, Clarks Summit, PA 18411 (570) 587-5705	<b>Hanover Twp. Office</b> 734 Sans Souci Parkway, Hanover Twp., PA 18706 (570) 931-2365
<b>Exeter Office</b> 1130 Wyoming Avenue, Exeter, PA 18643 (570) 362-7762	





**BANK of  
COOPERSTOWN**  
*a unit of Wayne Bank Member FDIC*



**BANK of the  
FINGER LAKES**  
*a unit of Wayne Bank Member FDIC*



BANK *of*  
COOPERSTOWN  
*a unit of Wayne Bank*



BANK *of the*  
FINGER LAKES  
*a unit of Wayne Bank*