

## **User Agreement For Bank to Bank (B2B) Transfer Service**

*I agree to provide Bank of Akron a cancelled check and/or copy of banking statement from my external Financial institution, as proof of ownership of such account, before approval is granted. Document may be hand delivered to any Bank of Akron branch or sent via fax (716) 542-5510 to the attention of Customer Service.*

IMPORTANT: TO ENROLL IN THE B2B TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR B2B TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR BANK OF AKRON ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR BANK OF AKRON ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BANK OF AKRON RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE B2B TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

### **Scope of Agreement**

This Agreement covers all funds transfers using the B2B Transfer service initiated by me from time to time through a Bank of Akron online banking service.

### **Definitions**

(a)"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

(b)"ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

(c)"Business Day" means any day that is not a Saturday, Sunday or bank holiday.

(d)"FI" or "bank" refer to Bank of Akron, including its agents and service providers, depending on the home financial center of the account(s) from which a funds transfer using the B2B service is requested.

(e)"Eligible FI Account" means my Bank of Akron deposit account that is eligible to be used with the B2B service and is enrolled in the service.

(f)"I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.

(g)"NACHA" means the National Automated Clearinghouse Association.

(h)"Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the B2B service.

(i)"You" and "your" refer to Bank of Akron.

### **Description Of Service**

The B2B service enables me to request a transfer of funds: (1) from my Eligible BANK OF AKRON account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible Bank of Akron Account.

Bank of Akron uses the ACH Network to execute my B2B requests, but other methods of transfer may also be used. All requests must be made through BANK OF AKRON and are subject to the terms of my Client Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

### **Authorization to Transfer Funds Using B2B Service**

I hereby represent and warrant to Bank of Akron its directors, officers, employees and agents that I own each Eligible Bank of Akron Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize Bank of Akron to execute and charge my Eligible Bank of Akron Account(s) for any B2B transfer request to a Verified Account and from a Verified Account to my Eligible Bank of Akron Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., Next Day or Standard transfers) when my B2B transfer requests are made in accordance with the procedures established by Bank of Akron. I understand and acknowledge that BANK OF AKRON has no obligation to execute any request for a transfer using B2B that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an B2B transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you by telephone at (716)542-5401 that I have revoked my authorization and you have a reasonable opportunity to act on it.

### **Information Relied Upon by Bank of Akron**

I acknowledge and agree that Bank of Akron is relying upon the information I provide in originating an B2B transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if B2B transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Bank of Akron has no responsibility to investigate discrepancies between names and account numbers.

### **Limited Power of Attorney**

In connection with any request to transfer funds using the B2B service, I hereby give to Bank of Akron a limited power of attorney and appoint BANK OF AKRON as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any B2B transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once Bank of Akron has actual knowledge that I wish to cease using the B2B service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by Bank of Akron in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of Bank of Akron and my use of the B2B service. I shall not hold Bank of Akron responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it.

I ACKNOWLEDGE AND AGREE THAT WHEN BANK OF AKRON ORIGINATES A REQUEST FOR A TRANSFER USING THE B2B SERVICE, BANK OF AKRON IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS BANK OF AKRON AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

### **Security Procedures**

I agree that Bank of Akron will initiate a funds transfer request for me only after I access my Eligible Bank of Akron Account(s) through its online banking service using the customer identification number and personal identification number ("PIN"). Bank of Akron shall not be liable for any delay in processing my B2B transfer request if I fail to comply with this security procedure (or any other that may be established by Bank of Akron from time to time). I acknowledge and agree that Bank of Akron has established commercially-reasonable security procedure for the B2B service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an B2B transfer and not to detect errors in the content of my instruction.

### **Verification of Accounts at Other Financial Institution**

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the B2B service. I hereby authorize you to verify a Third Party Account by two means:

(1) Confirmation of Trial Deposits. I authorize you to verify my Third Party Account through the use of a trial transfer, in which one or more low value payments will be

credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, you will then ask me to verify the amount of the each deposit made into such account.

(2) I agree to provide Bank of Akron a cancelled check and/or copy of banking statement from my external Financial institution, as proof of ownership of such account. This check or statement copy may be hand delivered to any Bank of Akron branch or sent via fax (716) 542-5510 to the attention of Customer Service.

### **B2B Transfers**

Funds are credited to my account within 2 Business Days. The Business Day on which a request for a transfer is made begins at 1:00 p.m. Eastern Time ("ET") and ends at 1:00 p.m. ET of the following Business Day. (Example: If Monday and Tuesday are both Business Days, I can make a "Monday" request up until 1:00 p.m. ET on Tuesday.)

### **Limits on B2B Transfers**

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

<u>Transfer</u>	<u>Amounts</u>
Minimum	\$1.00
Maximum (one way)	\$10,000
Daily Limit	\$10,000
Monthly Limit**	\$100,000

\*\* For purposes of the "monthly" transfer limits for the B2B service, a month means the thirty (30) calendar days immediately prior to the date on which an B2B transfer request is executed (i.e., originated) by Bank of Akron on my behalf.

### **Service Fees and Charges**

I understand and agree that I am responsible for paying all fees associated with my use of the B2B Service. I authorize Bank of Akron to charge my Eligible BANK OF AKRON Account (or any other of my accounts at Bank of Akron) for any service fees and charges applicable to transfers requested through the B2B service in accordance with Bank of Akron's fee schedule in effect at the time I make an B2B transfer request. Bank of Akron reserves the right to change the fees charged for the use of the B2B service. A copy of the Fee Schedule for the B2B service is provided at the end of the Agreement.

### **Execution of a Request for an B2B Transfer**

My request for an B2B transfer will be executed on the current Business Day. The Business Day on which a request for an B2B transfer is made begins at 1:00 p.m. ET and ends at 1:00 p.m. ET of the following Business Day. If my request for an B2B transfer is received by Bank of Akron on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

### **Actions Taken Upon an Unsuccessful B2B Transfer**

If a requested funds transfer could not be completed, I understand that BANK OF AKRON, upon learning that the B2B transfer has failed, will make reasonable effort to complete the transfer again. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by one or more Business Days. If the fundstransfer fails a second time, you will notify me by e-mail so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

### **Rejection of an B2B Transfer Request**

You reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my Eligible BANK OF AKRON Account for the amount of the B2B transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requestedtransfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an B2B transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as you have determined to reject the request.

### **Cancellations, Amendments or Recalls of an B2B Transfer Request**

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by Bank of Akron, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return my funds. If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to you by the beneficiary bank, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary bank and/or Bank of Akron. Bank of Akron shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

### **Transfers Subject to the Rules of the Third Party Accounts**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any B2B transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

### **Delays, Non-Execution of Funds Transfer Request**

I agree that Bank of Akron shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond Bank of Akron's reasonable control - including, without limitation, any inaccuracy, interruption, delay in

transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

**BANK OF AKRON MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.**

### **Unauthorized B2B Transfers**

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized B2B transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at (716)542-5401 or, if I am unable to telephone you, in writing to: Bank of Akron, 46 Main St. Akron, N.Y., 14001. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

### **Significance of E-Mail Notices About B2B Service**

I agree that all e-mail notices sent to me regarding status of my B2B transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an B2B transfer. I acknowledge and agree that these notices will be sent to the e-mail address I provide during my enrollment in the B2B service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

### **Means of Transfer**

I understand that Bank of Akron uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the B2B service. I authorize you to choose the means you deem suitable to cause each of my B2B transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, and Federal Reserve System.

### **Currency of Funds Transfer**

The B2B service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

**No Unlawful or Prohibited Use**

As a condition of using the B2B service, I warrant to Bank of Akron that I will not use the B2B service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the B2B service in any manner that could damage, disable, overburden, or impair the B2B service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the B2B service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Service Changes and Discontinuation**

Bank of Akron may modify or discontinue the B2B service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the B2B service at any time and for any reason, including, without limitation, if Bank of Akron, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the B2B service.

**Proprietary Rights**

I acknowledge and agree that Bank of Akron and its agents own all rights in and to the B2B service. I am permitted to use the B2B service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the B2B service or any your other services or technology.

**Indemnity**

In consideration of the Agreement by Bank of Akron to act upon my request to make an B2B transfer in the manner provided in this Agreement, I agree to indemnify and hold Bank of Akron, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon B2B transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Bank of Akron against its gross negligence, bad faith, or willful misconduct.

**Claims; Limitation of Liability; No Warranty**

I agree that within thirty (30) days after I receive notification that my B2B transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of BANK OF AKRON's error, Bank of Akron's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Bank of Akron shall be at Bank of Akron's published savings account rate in effect at that time. In any event, if I fail to notify you of any claim concerning my funds transfer

request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law.

I AGREE THAT BANK OF AKRON SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY B2B TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL BANK OF AKRON BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY B2B TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK OF AKRON, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. BANK OF AKRON MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE B2B SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE B2B SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY BANK OF AKRON FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE B2B SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

### **Amendments**

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or bank policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

### **Governing Law**

This Agreement shall be governed by the laws of the state of New York and federal law, as applicable.

### **Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the B2B service, I consent to receive and accept the terms and conditions of the User Agreement for the Bank to Bank Service, and any amendments to

it, electronically. In the event any change to this Agreement requires prior notice to me, Bank of Akron will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each B2B transfer is requested and in summary form as part of the periodic statement for my Eligible BANK OF AKRON account to or from which the B2B transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you by telephone at (716)542-5401, however, by doing so I understand that I will terminate my right to use the B2B service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the B2B service.

**Required Equipment.**

In order to use the B2B service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling (716) 542-5401.

**Consent and Agreement.** By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the B2B service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the B2B service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. Bank of Akron reserves the right to provide information and notices about the B2B service to me by non-electronic means.

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**B2B Service — Fee Schedule**

<u>Type of Transfer</u>	<u>Fee</u>
Incoming TO Bank of Akron	FREE
Outbound FROM Bank of Akron	\$3.00
NSF	\$30.00
Uncollected	\$30.00 Maximum
Stop Payment	\$25.00

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