



ALL ABOUT YOUR ACCOUNT(S)
TERMS & DISCLOSURES

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TERMS AND CONDITIONS¹

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 New York 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.

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.

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.

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 can be deducted directly from the account balance whenever sufficient funds are available. 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.

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. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in 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.

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. 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.

OVERDRAFT

An “Overdraft” occurs any time a check, electronic funds transfer, bank fee or any other transaction is presented for payment against your account and the available balance of your account is insufficient to pay the item. We are not required to pay (“cover”) an item if your account does not contain sufficient available funds. If the available balance in your account is insufficient to pay an item, you may be responsible to pay a bank fee, such as an Insufficient Funds or Uncollected Funds charge, each time the item is presented for payment, even though we did not cover the item. The Insufficient Funds and Uncollected Funds charge is assessed on a per item, per presentment basis. Merchants or payees may present an item multiple times for payment, if the initial or subsequent presentment is rejected due to insufficient funds or other reasons (re-presentment). Each such presentment shall constitute an item and may be subject to an Insufficient Funds or Uncollected Funds charge, subject to the Daily Cap of Certain Fees, as detailed herein. For example, if an item is presented for payment twice and returned twice, a return item fee may be charged each time the item is presented for payment and returned. Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding fees.

However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft. Although we are not required to pay any item presented for payment if your account does not contain sufficient available funds, we may do so as an accommodation. Any discretionary payment by us of an overdraft item does not obligate us to pay any other item, or to provide prior notice of our decision to refuse to pay an item. We can change our practice of paying overdrafts on your Account, at any time and without notice to you. If we cover an item, you may be responsible to pay an overdraft fee. Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding fees.

We offer several alternatives that will permit us to cover a transaction even if your account does not contain sufficient available funds. If we cover a transaction, your account will become overdrawn by the amount of the transaction that exceeds your available balance plus any bank fees associated with the overdraft alternative provided to you. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Consumer Overdraft Alternatives

Consumer Premium Overdraft (OD) (Consumer Accounts Only)

Cross County Savings Bank offers consumer Premium Overdraft (OD) protection. This is not a line of credit, but a discretionary service offered by the Bank to pay an item when you do not have enough money in your account to cover the transaction.

Premium Overdraft is available to cover checks presented through “in-clearing” and ACH debits. Premium Overdraft cannot be accessed via an ATM, Debit Card transaction or an over-the-counter transaction at a branch.

The maximum Premium Overdraft protection on consumer accounts is \$500.00 plus any Premium OD fee(s). This amount may be changed at our sole discretion upon reasonable prior to notice to you. Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding

fees.

You must opt-in to the Premium Overdraft program in order to receive this service. You may opt-in, opt-out, or change your decision regarding this service at any time by visiting your local branch and completing the appropriate form. If you opt-out of Premium Overdraft, you will be responsible to pay for any overdrawn balances at the time of opting-out.

While we are not obligated to pay any item presented for payment if your account does not contain enough money, as long as you maintain your account in “good standing”, we may cover your overdraft items as a courtesy. We may refuse to pay an overdraft item even though we may have previously paid overdrafts for you. If we refuse to pay an overdraft item, you may be responsible for an Insufficient Funds or Uncollected Funds charge. Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding fees.

We shall notify you promptly of any overdrawn items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item.

Premium Overdraft should not be viewed as an encouragement to overdraw your account. Using Premium Overdraft will put your account in a negative status. In order to keep the account in “good standing”, a positive end-of-day balance is required within 60 days of going negative.

Premium Overdraft is not free. Cross County Savings Bank will charge you a Premium Overdraft fee each time we pay an overdraft item against insufficient/uncollected funds. (This fee will appear as Premium OD Fee on your statement). Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding fees.

Premium Overdraft is a courtesy that is available to all customers who opt-in to the service for eligible consumer accounts in good standing for personal and household use. Cross County Savings Bank reserves the right, at our discretion, to suspend, revoke and/or discontinue this service at any time without prior notice to you. Abuse of this service may result in our election to close your account upon reasonable notice to you.

Premium Overdraft should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all Items in your check register, reconcile your checkbook regularly, and manage your finances responsibly. If you have enrolled in this service and would like to have this service removed from your account, please visit one of our branches.

Overdraft Protection Transfer (Consumer Accounts Only)

You may avoid overdrafts by linking an eligible Cross County Savings Bank account (“Debited Account”) to an eligible Cross County Savings Bank account (“Credited Account”) by enrolling in Overdraft Protection Transfer.

Once your eligible account is linked, we will automatically move funds from your Debited Account to your Credited Account if you do not have sufficient funds on deposit in your Credited Account to cover a specific item presented for payment.

Your Debited Account will be charged an Overdraft Protection Transfer fee each time a transfer is completed. A separate transfer will take place to cover each item presented for payment. If the amount of your overdraft exceeds the available balance in your Debited Account, no transfer will be made. There is no limit on the number of Overdraft Protection Transfer fees that you can be charged in a single day. Please refer to Cross County Savings Bank’s Fee Schedule for additional information regarding fees.

We will not utilize or transfer funds to your Credited Account that are not available in your Debited Account, including, without limitation, Premium Overdraft protection amounts on your Debited Account to cover items presented on your Credited Account. In addition, we will not utilize or transfer uncollected funds in your Debited Account to cover items presented for

payment that are drawn upon your Credited Account. Accordingly, your Credited Account will not be covered at that time under this service.

You understand that if any Debited Account is a home equity line of credit ("HELOC"), any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the HELOC agreement, including all rules, fees and other disclosures as well as any applicable fees set forth in the Bank's Fee Schedule.

You may from time to time contact Cross County Savings Bank to request a modification of this service by adding or substituting a different account as the Debited Account. However, the Bank requires that you execute a new authorization evidencing the change.

Daily Cap of Certain Fees (Consumer Accounts Only)

Cross County Savings Bank will not assess more than an aggregate of two (2) Insufficient Funds charge(s), Uncollected Funds charge(s), and/or Premium OD fee(s) per day, per account. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

De Minimis Transactions (Consumer Accounts Only)

Cross County Savings Bank will not assess an Insufficient Funds charge(s), Uncollected Funds charge(s), and/or Premium OD fee(s) for transaction(s) of \$10.00 or less ("*De Minimis* Item"), in the event that your account is overdrawn or as a result of a transaction that will cause your account to become overdrawn. As a courtesy, we may pay a *De Minimis* Item, even if you may not have enrolled in Premium Overdraft and/or Overdraft Protection Transfer services, although we are under no obligation to do so. Your account will become overdrawn if we cover the *De Minimis* Item, unless such *De Minimis* Item is covered utilizing the Overdraft Protection Transfer services. If the *De Minimis* Item is paid utilizing Overdraft Protection Transfer services, you may be charged an Overdraft Protection Transfer fee. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Business Overdraft

Business Premium Overdraft Protection (Business Account Only)

Cross County Savings Bank offers Business Premium Overdraft (OD) protection. This is not a line of credit, but a discretionary service offered by the Bank to pay an item when you do not have enough money in your account to cover the transaction.

Business Premium Overdraft is available to cover checks presented through "in-clearing" and ACH debits. Business Premium Overdraft cannot be accessed via an ATM, Debit Card transaction or an over-the-counter transaction at a branch.

The maximum Business Premium Overdraft protection on business accounts is \$1,000.00 plus any Premium OD fee. This amount may be changed at our sole discretion upon reasonable prior notice to you. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

You must opt-in to the Business Premium Overdraft program in order to receive this service. You may opt-in, opt-out, or change your decision regarding this service at any time by visiting your local branch and completing the appropriate form. If you opt-out of Business Premium Overdraft, you will be responsible to pay for any overdrawn balances at the time of opting-out.

While we are not obligated to pay any item presented for payment if your account does not contain enough money, as long as you maintain your account in "good standing", we may cover your overdraft items as a courtesy. We may refuse to pay an overdraft item even though we may have previously paid overdrafts for you. If we refuse to pay an overdraft item, you may be responsible for an Insufficient Funds or Uncollected Funds charge. Please refer to Cross County Savings Bank's Fee Schedule for

additional information regarding fees.

Business Premium Overdraft is not free. Cross County Savings Bank will charge you a Premium Overdraft fee each time we pay an overdraft item against insufficient/uncollected funds. (This fee will appear as Premium OD Fee on your statement). Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Cross County Savings Bank reserves the right, at our discretion, to suspend, revoke and/or discontinue this service at any time without prior notice to you. Abuse of this service may result in our election to close your account upon reasonable notice to you.

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 seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time 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.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to an 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 owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

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.

Convenience Account:

Governed by New York Banking Law § 678. See separate disclosure.

Revocable Trust Account:

If two or more 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.

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. If your account is a Business Accounts, you agree not to use it for personal purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member or partner. A Business Organization or Association means a corporation, unincorporated association, limited liability company, partnership, or any other business, government or non-profit organization.

We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a signer. If the account owner is a sole proprietorship that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. A signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

A signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a business organization.

If you open an attorney trust account, including an IOLA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

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.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Because stop-payment orders are handled by computers, to be effective the order must precisely identify the number, date and amount of the item and the payee.

We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

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 verbal 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.

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. Other account transfer restrictions may apply as described elsewhere in this Agreement.

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. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. 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).

STATEMENTS

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries:

You must examine your statement of account with "reasonable care and 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 bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

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 14 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. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such 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 such 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., computer, debit card or Automated Teller Machine ("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.

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 U.S. 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.

TEMPORARY ACCOUNT AGREEMENT

If this option is selected, 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.

SET-OFF

You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set-off does not apply to this account if prohibited by law. For example, the right of set-off 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, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. 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 set-off.

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 not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

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. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

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.

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. For example, if a person provides an account number in response to a telephone solicitor, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: 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 our account to pay the amount you owe us, and if there are insufficient funds in your

account, you still owe us the remaining balance.

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.

ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers, which is 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, which 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. If we receive a payment order to credit an account you have with us by wire ACH, we are not required to give you any notice of the payment order or credit.

DOUBLE INDORSEMENTS

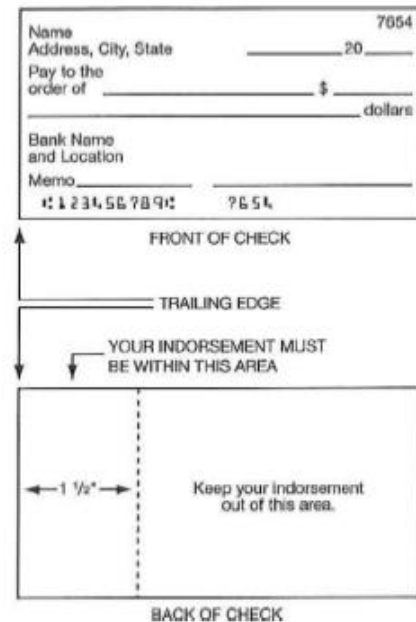
We may accept for deposit any item payable to you or your order, even if they are not indorsed by you, as long as both parties have an active account at Cross County Savings Bank. We may give cash back to any one of you, up to the amount available on the hold account. We may supply any missing indorsement(s) for any item we accept or deposit or collection, and you warrant that all indorsements are genuine.

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 you. We may supply any missing indorsement(s) for any item we accept or 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.



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.

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.

RESTRICTIVE LEGENDS

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone

claiming an interest in the account.

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. 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.

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.

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.

Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

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 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. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), 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. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

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.

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.

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.

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.

UNCLAIMED PROPERTY ACCOUNTS PRESUMED ABANDONED

State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state listed in the address of your account statement.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account abandoned, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- continue to charge regular monthly maintenance and/or other fees;
- stop sending statements;
- if the account received interest, stop paying interest on the account; and
- refuse to pay items drawn on or payable out of the account.

If you reestablish contact with us, we do not have to reimburse you for these fees, if any, and we are not liable to you for any interest that would otherwise have accrued on your account.

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.

WAIVER OF NOTICES

You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

FUNDS AVAILABILITY (Regulation CC)

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

SAME-DAY AVAILABILITY

Funds from electronic direct deposits and cash deposits to your account will be available on the day we receive the deposit.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Cross County Savings Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

OTHER CHECK DEPOSITS

Our policy for other checks is to make the funds from the first \$275.00 from a deposit of other checks available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700.00 on a Monday, \$275.00 of the deposit is available on Tuesday. The remaining \$425.00 is available on Wednesday.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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 \$6,725.00 of a day's total deposits of cashier's, certified, teller's, travelers, 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 \$6,725.00 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 \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

ELECTRONIC FUND TRANSFERS (Regulation E Applies to Consumer Accounts Only)

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the

transactions listed. You should keep this notice for future reference.

ELECTRONIC FUNDS TRANSFERS INITIATED BY THIRD PARTIES

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits (such as pension, Social Security, or payroll) to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or statement savings account(s).
- Electronic check conversion. You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- Electronic returned check charge. Some merchants or service providers may initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM TRANSACTIONS

You may access your account(s) from an ATM by using your ATM Card or your Debit Card, along with your PIN to perform the following transactions, subject to ATM terminal availability and to applicable fees, rules and regulations:

- make deposits to checking/statement savings Account(s) at Cross County Savings Bank ATMs
- receive cash withdrawals from checking/statement savings Account(s)
- transfer funds between your statement savings and checking Account(s)
- obtain information about the Account balance of your checking/statement savings Account(s)

POINT-OF-SALE (POS) TRANSACTIONS

You may access your ATM or Debit Card to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), receive cash from a merchant by using your PIN, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card), subject to applicable fees, rules and regulations. You must notify us prior to travelling outside of the contiguous U.S. or conducting a transaction with a merchant located in a territory outside of the contiguous U.S. to help minimize the chances of your Debit Card being blocked or flagged for unusual activity.

Consumer Daily Limits*:

Your ATM Card is subject to the following daily limits in a 24-hour period:

- ATM Cash Withdrawal: \$ 510.00
- POS Purchase Limit: \$ 500.00
- Combined Limit: \$ 1,010.00

Your VISA® Debit Card is subject to the following daily limits in a 24-hour period:

- ATM Cash Withdrawal: \$ 510.00
- POS Purchase Limit: \$ 3,000.00
- Combined Limit: \$ 3,510.00

Business Daily Limits*:

Your Business ATM Card is subject to the following daily limits in a 24-hour period:

- ATM Cash Withdrawal: \$ 510.00
- POS Purchase Limit: \$ 500.00
- Combined Limit: \$ 1,010.00

Your Business VISA® Debit Card is subject to the following daily limits in a 24-hour period:

- ATM Cash Withdrawal: \$ 1,010.00
- POS Purchase Limit: \$ 5,000.00
- Combined Limit: \$ 6,010.00

****Daily Limits are inclusive of any applicable fees.***

The amounts of the transactions are limited to the available balance in the Account(s).

FREQUENCY LIMITS

You may conduct no more than twenty-five (25) transactions in a 24-hour period. You will be unable to use your ATM Card and/or Debit Card if you exceed this frequency limit in a 24-hour period for the remainder of that 24-hour period even if you have not exceeded your daily or combined withdrawal and/or purchase limits.

CURRENCY CONVERSION

The rate we use to convert a VISA® Debit Card transaction made in foreign currency to US dollars is as follows:

When you use your VISA® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives; or
- the government-mandated rate in effect for the applicable central processing date;

In each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for unlawful internet legal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

ONLINE BANKING TRANSFERS

Types of Transfers - You may access your account(s) by computer by logging onto our website at www.crosscounty.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from statement savings to checking
- transfer funds from statement savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties through FIS/Metavante Bill Payment
- make payments from statement savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

MOBILE BANKING TRANSFERS

Types of Transfers - You may access your account(s) by web- enabled cell phone by downloading our application and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from statement savings to checking
- transfer funds from statement savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties through Metavante Bill Payment
- make payments from statement savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

We do not currently charge for direct deposits to any type of account. Please refer to a separate disclosure for additional information about fees. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM OPERATOR/NETWORK FEES

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may also be charged a fee by the ATM operator or any network used for a balance inquiry even if you do not complete a fund transfer. This is in addition to any fee assessed by Cross County Savings Bank. Please refer to our Fee Schedule.

DOCUMENTATION

Terminal Transfers: You may receive a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

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, you can call us at (718) 326-6300 to find out whether or not the deposit has been made.

Periodic Statements: You will get a monthly account statement from us for your checking, IRA, statement savings, or money market accounts.

Passbook Account Records: For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and

we will record any electronic deposits that were made since the last time you brought in your passbook.

PREAUTHORIZED PAYMENTS

Right to Stop Payment 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. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge a fee for each stop payment. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

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.

FINANCIAL INSTITUTION'S LIABILITY

Liability for Failure to Make Transfer:

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If an Overdraft Protection Transfer is initiated that exceeds the available balance in the customer's Debited Account.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Confidentiality:

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

- where it is necessary for completing the 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;
- If you give us written permission; or
- as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(Applies to Consumer Accounts Only)

Consumer Liability: Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum amount of Premium Overdraft). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code 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/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by 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 in Event of Unauthorized Transfer: If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure. You should call the number or write the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice: In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days if involving a VISA point-of-sale transactions processed by VISA or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA® point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Cross County Savings Bank
Attn: Debit Card Services
79-21 Metropolitan Ave
Middle Village, New York 11379
Phone: 718-326-6300

Business Days:
Monday through Friday 8:30 am to 4:30 pm
Excluding Federal Holidays

To report lost or stolen debit card during off business hours:

- Within the United States 1-800-472-3272
- Outside the United States for collect calls 1-973-682-2652

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any

unknown persons to enter the facility after regular banking hours.

- Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the drivers' window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed.

Direct complaints concerning ATM facility security to us at the phone number listed in this disclosure or the New York State Department of Financial Services Consumer Service Hotline at 1-888-NYS - ATM1(1-888-697-2861).

TRUTH IN SAVINGS

COMMON FEATURES/TERMS FOR ALL ACCOUNTS

Rate of Interest: If you have an interest-bearing account, you received a copy of the Rate Sheet in effect when you opened your account along with this agreement. Copies of the Rate Sheet are available in each branch. We reserve the right to change the interest rates, and to change the way we pay interest. You will be given notice of any changes in the interest rates as required by law.

Current Balance vs Available Balance: Your account has two kinds of balances: (i) the "current" balance (also referred to as actual, daily, ending, total, and ledger balance); and (ii) the "available" balance. Both can be checked when you review your account online, at an ATM, or at a branch. It is important to understand how the two balances work so that you can avoid unnecessary fees. This section explains current and available balances and how they work.

Your current balance is the full amount of money on deposit in your account at any given time. It reflects the full amount of any deposits made to your account without regard to any portion of a deposit that may be on "hold." It also reflects payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. While the term "current" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds on deposits, holds on funds authorized for purchases, payments, fees and other charges made on your account that have not yet posted will not appear in your current balance.

Your available balance is the amount of money in your account that is available for withdrawal and/or to pay items presented against your account without incurring an overdraft or insufficient funds fee. Your available balance takes into account things such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the bank has authorized but that have not yet posted to your account. For example, assume that you have a current balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then the merchant would request that we pre-authorize the payment. In that case, we will place a hold against your account for \$20. Your current balance would then still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because we have been notified that there will be a \$20 charge from the restaurant. Before the charge from the restaurant is sent to us for processing, a check that you wrote for \$40 is presented for payment. Since you only had \$30 available (due to the hold on your account

for the pending restaurant charge of \$20), your available balance is -\$10, even though your current balance is \$50. In this case, we may pay the \$40 check, but you will be charged a Premium Overdraft fee. (If we return the check, you would be charged an Insufficient Funds charge(s) or Uncollected Funds charge(s), as applicable). The fee will be deducted from your account, further reducing the balance.

Account Fees: The fees applicable to our deposit accounts are set forth in the Fee Schedule. You received a copy of the Fee Schedule in effect when you opened your account along with this agreement. Copies of the Fee Schedule are available in each branch. Fees may reduce the balance in your account. We reserve the right to make new fees and/or charges and to change our present fees and/or charges. You will be given notice of any changes in fees and/or charges as required by law. The change shall become effective thirty (30) days after we give you notice, unless applicable law requires longer notice.

Our Rights to Terminate Your Account: Your account may automatically close if your account balance falls below \$0.01. We may also close your account, at any time, for any reason permitted by law. We will notify you if we do so. We may refuse to pay any check presented to us for payment after our notice. We may mail you a check for the balance of the account. If your account has been inactive for at least ninety (90) consecutive days, we may close the account without notice to you.

Account Statement: A statement will be mailed every month for all accounts other than Certificate of Deposit accounts and Passbook accounts. If you elect to receive electronic statements through Cross County Savings Bank online banking, you may not receive paper statements in the mail.

Savings Withdrawal(s): If a transfer is made from a savings and/or money market account, we reserve the right to require not less than seven (7) days written notice of withdrawal.

CONSUMER CHECKING ACCOUNTS

FREE CHECKING ACCOUNT

Rate Information: This account is a non-interest-bearing account.

Minimum Balance to Open the Account: You must deposit a minimum of \$1.00 to open this account.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

INTEREST CHECKING ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Maintenance Service Charge: This is a fixed fee. There is no way to avoid the imposition of this fee. The fee will be imposed without regard to the account balance.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$100.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that may conduct.

PREFERRED CHECKING ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$7,500.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance in this account falls below \$7,500.00 during a statement cycle you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$7,500.00 in the account each day to obtain the disclosed annual percentage yield. In the event that your daily account balance falls below \$7,500.00 you will receive the then current annual percentage yield disclosed for the tier corresponding to the account balance, provided that you maintain a minimum balance of \$1.00 in the account each day.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

MODEL SAFE CHECKING ACCOUNT

Rate Information: This account is a non-interest-bearing account.

Minimum Balance to Open the Account: You must deposit a minimum of \$1.00 to open this account.

Features: Two (2) free Money Orders per month.

Exclusions: Check writing privileges and Premium Overdraft Protection are

not offered for this product.

Eligibility Requirements: This product is available to consumers who do not qualify for other consumer depository products, other than Model Safe accounts.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

CONSUMER SAVINGS ACCOUNTS

MODEL SAFE STATEMENT SAVINGS ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$1.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Eligibility Requirements: This product is available to consumers who do not qualify for other consumer depository products, other than Model Safe accounts.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

PASSBOOK SAVINGS ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$500.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance in this account falls below \$500.00 during a statement cycle,

you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Transaction Limitations: You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or computer transfer or similar order to third parties. If you maintain a safe deposit box(es) and we debit your passbook savings account(s) for payment, you will receive a notice from us during the month in which your annual safe deposit box payment(s) is/are debited from your passbook savings account.

Withdrawal Limitations: Your passbook must be presented for all withdrawals.

STATEMENT SAVINGS ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$300.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance in this account falls below \$300.00 during a statement cycle, you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

STEPPING STONE SAVINGS

Account Profile: This account is a passbook savings account for children up to age 17. A Parent or Guardian must be a joint owner on this account. Upon reaching age 18, the stepping stone account will be converted to a qualifying savings account.

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$1.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Withdrawal Limitations: Your passbook must be presented for all withdrawals. Withdrawals are permitted from either party as long as a signature is provided.

Transaction Limitations: You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, telephone, or computer transfer or similar order to third parties.

HOLIDAY CLUB ACCOUNTS

Holiday Club Account Profile (Passbook & Statement): This is a special purpose account to which you agree to make deposits at any time or on a recurring cycle, e.g. each week or month, to be repaid at a fixed time (the "Disbursement Date"), subject to change (currently in the month of October). Based upon your election at account opening, the principal plus interest, if any, will be paid on the Disbursement Date of the Holiday Club account by check or as a transfer to another account at Cross County Savings Bank. If no option is selected at account opening, a check will be mailed to you at the last known address on file.

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of deposit \$10.00 to open the Holiday Club account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

Deposit Frequency: Deposits may be made to this account at any time, in any amount.

Withdrawal Limitations: Partial Withdrawals are not permitted on this account. If the account is closed prior to the Disbursement Date, you will be assessed a fee for an early account closeout, except as otherwise provided under applicable law. For Holiday Club passbook accounts, your passbook must be presented for all withdrawals. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees. Subsequent to payment in October, this account will remain open with a zero balance for sixty (60) days, unless additional deposits are made within the sixty-day period.

MONEY MARKET ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$2,500.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance falls below \$2,500.00 during a statement cycle, you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

PREMIER MONEY MARKET ACCOUNT

Rate Information: Your interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If

you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$15,000.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$15,000.00 in the account each day to obtain the disclosed annual percentage yield. In the event that your daily account balance falls below \$15,000.00 you will receive the then current annual percentage yield disclosed for the tier corresponding to the account balance, provided that you maintain a minimum balance of \$1.00 in the account each day.

FIXED RATE IRA

See IRA Account Disclosures.

18 MONTH VARIABLE RATE IRA (CD)

Rate Information: The interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: The interest rate and annual percentage yield may change monthly after the account is opened.

Determination of Rate: The interest rate and annual percentage yield will change monthly and will be based upon the Constant Maturities 1 Year U.S. Treasury Bill, as quoted by the Federal Reserve Bank, with no floor and a ceiling of 6.00%. Interest begins to accrue on the day you make your deposit.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$100.00 to open this account. You may make additional deposits to your account in the amount of \$100.00 or more. Withdrawals of principal prior to maturity are subject to early withdrawal penalties.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum daily balance of \$1.00 to obtain the disclosed annual percentage yield.

Time Account Information: Your account will mature in eighteen (18) months. If you withdraw any of the principal before the maturity date we may impose a penalty of an amount equal to six (6) months of interest on the amount withdrawn. This penalty will be calculated using an average of the interest rates in effect during the term, or if this account has been renewed, the interest rates in effect during the latest renewal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. This account will automatically renew. There is a seven (7) day grace period which includes the date of maturity, to withdraw funds without penalty. You may change the term of your Certificate of Deposit or withdraw funds without penalty during the seven (7) calendar day grace period, which commences on and includes the date of maturity. If you close the Certificate of Deposit during the grace period, you will be paid interest, at the prevailing rate offered on the maturity date for the identical Certificate of

Deposit product, from the date of maturity until the Certificate of Deposit is closed.

Additional Disclosures. See IRA Disclosures for additional information.

BUSINESS CHECKING ACCOUNTS

COMMUNITY BUSINESS CHECKING ACCOUNT

Rate Information: This account is a non-interest-bearing account.

Minimum Balance to Open the Account: You must deposit a minimum of \$100.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance falls below \$100.00 during a statement cycle, you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

BUSINESS CHECKING ACCOUNT

Rate Information: This account is a non-interest-bearing account.

Minimum Balance to Open the Account: You must deposit a minimum of \$2,500.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance falls below \$2,500.00 during a statement cycle, you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

PREFERRED BUSINESS CHECKING ACCOUNT

Rate Information: This account is a non-interest-bearing account.

Minimum Balance to Open the Account: You must deposit a minimum of \$50,000.00 to open this account.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

Account Fees: There is a monthly maintenance service charge for this product. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees that could reduce the balance in your account. We may amend these terms and conditions at any time by mailing a notice to you or, if applicable law permits, by posting a notice in our branch locations. The change shall become effective thirty (30) days after we give you notice, unless applicable law requires longer notice.

Account Transfer: We reserve the right, in our sole discretion and without notice to you, to transfer you from a Preferred Business Checking Account into the bank's Business Checking Account, or similar product, at any time if your daily account balance has fallen below \$50,000.00 ("Account Minimum").

Preferred Business Checking Funds Availability: The following provision will modify the Bank's Funds Availability Policy to the extent that it is expressly inconsistent with the terms set forth in such policy. Any modification is expressly limited to the Preferred Business Checking Account only:

Large Deposit Expedited Clearing of Checks: As a feature of the Preferred

Business Checking Account, the Bank will make the first \$275.00 of a deposit in excess of \$6,725.00 available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. This feature will only apply to checks that are deposited into your account at a Cross County Savings Bank teller station. Any other method of deposit including, but not limited to, ATM deposits will not be eligible for Large Deposit Expedited Clearing of Checks.

The Bank in its sole discretion may choose to apply its standard Funds Availability Policy to any large deposit (deposits in excess of \$6,725.00) if the funds available for withdrawal in your account at the time of the deposit are less than that of the large deposit.

Longer Delays May Apply: Funds you deposit by check may be delayed for a longer period in the event that:

- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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.

PREMIER BUSINESS MONEY MARKET ACCOUNT

Rate Information: The interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$15,000.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$15,000.00 in the account each day to obtain the disclosed annual percentage yield. In the event that your daily account balance falls below \$15,000.00, you will receive the then current annual percentage yield disclosed for the tier corresponding to the account balance listed for the Premier Money Market account, provided that you maintain a minimum balance of \$1.00 in the account each day.

NEW YORK STATE

INTEREST ON LAWYER ACCOUNT FUND "IOLA"

Rate Information: The interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month and transferred to the NYS IOLA fund.

Minimum Balance to Open the Account: There is no minimum deposit required to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: There is no minimum balance required to obtain the disclosed annual percentage yield.

Ability to Withdraw Funds: There are no limits on the number of withdrawals that you may conduct.

BUSINESS SAVINGS ACCOUNTS

COMMUNITY BUSINESS SAVINGS ACCOUNT

Rate Information: The interest rate and annual percentage yield are included on the Rate Sheet.

Frequency of Rate Changes: We may change the interest rate and annual percentage yield on your account at any time.

Determination of Rate: At our discretion, we may change the interest rate and annual percentage yield on your account at any time.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$500.00 to open this account.

Minimum Balance to Avoid the Imposition of Fees: In the event that the daily balance falls below \$500.00 during a statement cycle, you may incur a monthly maintenance service charge. Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding fees.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

CERTIFICATES OF DEPOSIT (CD)

(Consumer and Business)

Rate Information: The interest rate and annual percentage yield are included on the Rate Sheet.

Compounding and Crediting Frequency: Interest will be compounded every day. Interest will be credited to your account every month. If you close the account before interest is credited, you will receive the

accrued interest.

Minimum Balance to Open the Account: You must deposit a minimum of \$500.00 to open this account.

Daily Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits: Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum Balance to Obtain the Annual Percentage Yield Disclosed: You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

Transaction Limitations: You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Early Withdrawal Penalty: Any withdrawal of principal permitted by the bank prior to the maturity date may incur a penalty equal to the loss of one (1) month of interest for accounts with a renewal term less than 91 days, three (3) months of interest for accounts with a renewal term greater than 91 days up to one (1) year, six (6) months of interest for accounts with a renewal term greater than 1 year up to 47 months and nine (9) months of interest for accounts with a renewal term of 48 months or longer. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if the account is part of an IRA or other tax qualified plan.

Withdrawal of Interest Prior To Maturity: The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically Renewable Time Account: This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will continue to accrue after final maturity for up to six calendar days. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same as the rate we offer on new time deposits on the maturity date, which have the same term, minimum balance (if any) and other features as the original time deposit. You may change the term of your Certificate of Deposit or withdraw funds without penalty during the seven (7) calendar day grace period, which commences on and includes the date of maturity. If you close the Certificate of Deposit during the grace period, you will be paid interest, at the prevailing rate offered on the maturity date for the identical Certificate of Deposit product, from the date of maturity until the Certificate of Deposit is closed.

COMMON FEATURES

Check Orders

Check printing fee depends on style and quantity of checks ordered.

Order of Items Paid/Debited from Your Account

The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we process those items.

When processing checks, electronic transactions, or orders drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest checks and orders first. Real-time transactions will be paid in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer Insufficient Funds and/or Premium Overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items were to be paid first, your more important items might be paid but it may increase the Insufficient Funds and/or Premium Overdraft fees if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (Insufficient Funds). Please refer to Cross County Savings Bank's Fee Schedule for additional information regarding Insufficient Fund and Premium Overdraft fees. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT²

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 law 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, bounced check 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 law.

If you use this procedure, you may receive up to 2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days 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 us at:

**Cross County Savings Bank
79-21 Metropolitan Avenue
Middle Village, New York 11379**

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 or the following information to help us identify the substitute check: For example, the check number, the name of the person to whom you wrote the check, the amount of the check, the date of the check.

RATE SHEET FOR YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are described within this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

TYPE OF ACCOUNT	INTEREST RATE	ANNUAL PERCENTAGE
<input type="checkbox"/> Interest Checking	%	%
<input type="checkbox"/> Free Checking	This is a non-interest-bearing account.	
<input type="checkbox"/> Preferred Checking		
\$1.00 - \$7,499.99	%	%
\$7,500.00 and Above	%	%
<input type="checkbox"/> Business Checking	This is a non-interest-bearing account.	
<input type="checkbox"/> Community Business Checking	This is a non-interest-bearing account.	
<input type="checkbox"/> Preferred Business Checking	This is a non-interest-bearing account.	
<input type="checkbox"/> Statement Savings	%	%
<input type="checkbox"/> Passbook Savings	%	%
<input type="checkbox"/> Stepping Stone Savings	%	%
<input type="checkbox"/> Holiday Club	%	%
<input type="checkbox"/> Community Business Savings	%	%
<input type="checkbox"/> Premier Money Market		
\$1.00 - \$14,999.99	%	%
\$15,000.00 and Above	%	%
<input type="checkbox"/> Premier Business Money Market	%	%
\$1.00 - \$14,999.99	%	%
\$15,000.00 and Above	%	%
<input type="checkbox"/> Money Market		
\$1.00-\$2,500.00	%	%
\$2,500.01-\$10,000.00	%	%
\$10,000.01-\$75,000.00	%	%
\$75,000.01- and Above	%	%
<input type="checkbox"/> Certificate of Deposit/IRA Term: _____	%	%
<input type="checkbox"/> 18 Month Variable Rate IRA	%	%
<input type="checkbox"/> Model Safe Checking Account	This a non-interest-bearing account.	
<input type="checkbox"/> Model Safe Savings Account	%	%
<input type="checkbox"/> IOLA	%	%

LEGAL INFORMATION AND ADDITIONAL DETAILS

1. Fees charged on some accounts may reduce your earnings.
2. Annual Percentage Yield (APY) assumes interest remains on deposit for one year with no withdrawals of principal interest.
A withdrawal will reduce earnings. Rates subject to change without notice.
3. Early withdrawal penalties may apply on Certificate of Deposit (CD) accounts.
4. Rate is subject to change at any time during the term of the account. The interest and APY for the 18-Month Variable CD (IRA Only) will be adjusted and determined by the rate then in effect for the 1 (one) year Treasury Constant Maturities as published by the Federal Reserve.

ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS MAY APPLY. SEE TERMS AND DISCLOSURES.

Visit www.crosscounty.com to find a branch near you or call (718) 326-6300 to learn more.

PRIVACY NOTICE



Rev. August 2012

FACTS	WHAT DOES CROSS COUNTY SAVINGS 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <table><tr><td>• Social Security Number</td><td><input type="checkbox"/> Credit Scores</td></tr><tr><td>• Account Balances</td><td><input type="checkbox"/> Payment History</td></tr><tr><td>• Credit History</td><td><input type="checkbox"/> Account Transactions</td></tr></table> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>			• Social Security Number	<input type="checkbox"/> Credit Scores	• Account Balances	<input type="checkbox"/> Payment History	• Credit History	<input type="checkbox"/> Account Transactions
• Social Security Number	<input type="checkbox"/> Credit Scores								
• Account Balances	<input type="checkbox"/> Payment History								
• Credit History	<input type="checkbox"/> Account Transactions								
How?	All financial companies need to share customer’s personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer’s personal information; the reasons Cross County Savings Bank chooses to share; and whether you can limit this sharing.								
Reasons we can share your personal information		Does Cross County Savings Bank share?	Can you limit this sharing?						
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No						
For our marketing purposes - to offer our products and services to you		No	No						
For joint marketing with other financial companies		No	No						
For our affiliates’ everyday business purposes- information about your transactions and experiences		No	No						
For our affiliates’ everyday business purposes- information about your creditworthiness		No	No						
For non-affiliates to market to you		No	No						
Questions?	Call (718) 326-6300 or go to www.crosscounty.com								

Who we are	
<i>Who is providing this notice?</i>	Cross County Savings Bank
What we do	
<i>How does Cross County Savings Bank protect my personal information?</i>	<p>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.</p> <p>We maintain physical, electronic and procedural safeguards to protect this information and we limit access to information to appropriate employees.</p>
<i>How does Cross County Savings Bank collect my personal information?</i>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an Account • Pay Your Bills • Use Your Credit or Contact Debit Card <input type="checkbox"/> Deposit Money <input type="checkbox"/> Apply for A Loan <input type="checkbox"/> Give Us Your Information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<i>Why can't I limit all sharing?</i>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<i>Affiliates</i>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Cross County Savings Bank is not affiliated</i>
<i>Non-Affiliates</i>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Data Processing Center, Check Printing Company, Credit Agency</i>
<i>Joint Marketing</i>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Cross County Savings Bank does not jointly market</i>

LOCATIONS**HOURS****QUEENS**

80-10 Eliot Avenue
Middle Village, NY 11379
Phone: (718) 651-4600

Monday – Thursday: 9:00am – 5:00pm
Friday: 9:00am – 6:00pm
Saturday: 9:00am – 2:00pm

60-20 Fresh Pond Road
Maspeth, NY 11378
Phone: (718) 366-4700

Monday, Tuesday, Thursday, Friday: 9:00am – 5:00pm
Wednesday: 9:00am – 6:00pm
Saturday: 9:00am – 1:00pm

79-21 Metropolitan Avenue
Middle Village, NY 11379
Phone: (718) 326-5200

Monday, Wednesday – Friday: 9:00am – 5:00pm
Tuesday: 9:00am – 6:00pm
Saturday: 9:00am – 1:00pm

455 Beach Street 129th Street
Belle Harbor, NY 11694
Phone: (718) 634-0333

Monday: 9:00am – 6:00pm
Tuesday - Friday: 9:00am – 5:00pm
Saturday: 9:00am – 1:00pm

BROOKLYN

731 Metropolitan Avenue
Brooklyn, NY 11211
Phone: (718) 388-4400

Monday – Wednesday & Friday: 9:00am – 5:00pm
Thursday: 9:00am – 6:00pm
Saturday: 9:00am – 2:00pm

BRONX

791 Morris Park Avenue
Bronx, NY 10462
Phone: (718) 828-5600

Monday – Wednesday & Friday: 9:00am – 5:00pm
Thursday: 9:00am – 6:00pm
Saturday: 9:00am – 1:00pm

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Systems™ Portions adopted from Terms and Conditions- NY 6/30/2013

² © Bankers Systems, Inc. Form C21-DIS-LAZ 8/27/2004

