



## **AGREEMENTS, DISCLOSURES AND POLICIES**

### **NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS**

At The Dime Bank we are committed to providing you with superior financial products and services, along with the peace of mind of knowing that your personal information is secure. It is our privilege to serve your financial needs and we value the trust you have placed in us. We understand your concerns about guarding information about you and your account and want to assure you that we have taken steps, and will continue to take steps, to safeguard your information. This Privacy Policy describes our efforts to meet these objectives.

The Dime Bank collects nonpublic personal information about you from the following sources:

- information we receive from you on applications or other forms;
- information about your transactions with us, our affiliates, or others;
- information we receive from a consumer reporting agency;
- information we receive about you from our affiliates.

The Dime Bank does not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

There are, however, circumstances in which we may share the information we collect about you, as described above, with other companies in order to provide you with access to products and services and to service your account effectively. We contractually require these companies to adhere to our privacy standards and to use this information only for the limited purpose for which it was shared. We do not allow them to disclose it to others. In addition, we may share information with affiliates of The Dime Bank, such as other companies owned by Dimeco, Inc., the company that owns The Dime Bank, except for information from credit reporting agencies.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Electronic Privacy Policy

The Dime Bank respects your privacy. Through our Website, we strive to provide valuable information to you about how we may serve you. Whether you are a valued existing customer or someone shopping for new bank services, we hope our site answers your questions about our products and services

Our website does not require you to disclose any personally identifying information. If, however, you chose to contact us via e-mail, please keep in mind that your e-mail address and any other information in your e-mail header will be revealed to us in the e-mail message. We pledge, however, that when you communicate with us via e-mail, we will use your e-mail information only for the specific purpose of responding to your comments, questions or forms. Your e-mail address will not be sold, nor will it be shared with others outside the bank unless we are compelled to do so by law.

Cookies, (small electronic files placed on your computer), are used by this website to estimate our audience size. Each browser accessing our site is given a unique cookie which is then used to determine whether a user is a first time visitor or a return visitor. This helps us deliver better service by helping us understand whether the majority of those accessing the site are new or repeat visitors.

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## Do Not Call Policy

### **INTRODUCTION:**

Marketing is a vital function for The Dime Bank. The efforts of this process serve the bank in numerous ways including: to promote the overall awareness of the institution; to draw attention to the product and service mix that the bank offers; to match those products and services to the needs of our customers, both existing and potential; and to enhance the overall growth of the bank.

One of the methods by which marketing efforts are conducted involves the use of telephonic communications. The purpose of this policy is to establish procedures for marketing-directed telephone calls made by, or on behalf of the bank, so as to ensure compliance with all applicable laws and regulations.

### **GUIDELINES:**

The Board of Directors of The Dime Bank (the "Bank") hereby adopts this policy to govern the actions of the bank's management, staff, and agents, with regard to the legally-required maintenance of a "Do Not Call" list pursuant to 47CFR 64.1200(d) and any and all successors to that regulation.

It shall be the policy of the Bank that no employee or agent of the bank shall make unsolicited telephone calls to residential telephone subscribers who are not customers of the bank for the purpose of promoting or selling products or services of the bank.

Bank employees and/or agents may make telephone calls to existing customers of the bank for the purpose of promoting or selling bank products and/or services.

If any employee of, or agent for the bank receives a request from a residential telephone subscriber customer requesting that he/she be placed on the bank's "Do Not Call" list, the bank shall take prompt action to place the customer's name on its "Do Not Call" list within thirty (30) calendar days from the customer's request.

Once a bank customer's name is placed on the bank's "Do Not Call" list, no telephone calls will be made to the customer by bank employees and/or its agents for the purpose of promoting or selling bank products or services.

Residential telephone subscriber customers of the bank will always have the option to rescind their decision to have their name placed on the bank's "Do Not Call" list. In that event, these customers may then be telephonically contacted by the bank and/or its agents for the purpose of promoting or selling bank products or services.

**POLICY RESPONSIBILITY:**

The primary responsibility for the implementation of, and adherence to, procedures to ensure compliance with this policy shall be that of the bank's Marketing Officer.

**POLICY AVAILABILITY:**

Any member of the public may view this policy during regular banking hours, after first having made a reasonable request to do so, to the bank's Marketing Officer.

**POLICY REVIEW AND REVISIONS:**

This policy shall be reviewed, and may be revised, on an annual basis by the bank's Board of Directors.

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## **Information Security - Account Hijacking**

**The Dime Bank will never request sensitive information from ANYONE via e-mail.**

We want to keep you informed of some scams that are currently active on the internet that effect your privacy and your account information.

According to the FDIC account hijacking is the presently the fastest growing form of identity theft.

Account hijacking is the unauthorized access and misuse of existing banking account information, primarily through "Phishing" attacks.

A classic Phishing attack involves a deceptive e-mail purporting to be from a legitimate financial institution, which typically tells a customer that there is some sort of problem with the customer's account. The e-mail usually includes a hyperlink to a "spoofed," or fake, Web site that looks exactly like the site of a legitimate financial institution with which the consumer does business.

The e-mail then typically instructs the recipient to click on the included hyperlink, go to the financial institution Web site, and log in using the customer's user name and password in order to "fix" the problem. In reality, the spoofed Web site is simply collecting customer user names and passwords in order to hijack accounts.

**Never respond to e-mail asking you to verify Bank Account information or click on links in an email message, even if it looks like it is from the Dime Bank.**

**The Dime Bank will never request sensitive information from ANYONE via e-mail. If you have any question about the legitimacy of an email that looks to be from The Dime Bank, please contact your local branch.**

## **DIME ON LINE HOME BANKING SERVICE AGREEMENT**

This Agreement describes your rights and obligations as a user of the Home Banking Service, as well as the rights and obligations of The Dime Bank. Please read this Agreement carefully. By requesting and using this service, you agree to comply with this Agreement.

### **THE FOLLOWING DEFINITIONS APPLY IN THE AGREEMENT**

1. "DOL" – Dime on Line.
2. "Home Banking" is the Internet-based service providing access to your Dime Bank Account(s).
3. "Home Banking Account" is a Dime Bank account from which you will be conducting transactions using an Internet-based Service.
4. "PIN" is for use during the initial sign-on, or the PIN you select after the initial sign-on, that establishes your connection to the Service.
5. "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time as applicable.
6. "We" refers to The Dime Bank which offers the services and which holds the services.

### **ACCESS TO SERVICES**

We will provide instructions on how to use the DOL Home Banking Service. You will gain access to your DOL Home Banking Account(s) through the use of your Internet-enabled device, your Internet Service Provider (ISP), your DOL ID# and PIN.

### **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your PIN has been lost or stolen, call us immediately at (570) 253-1970 or (888) 4MY-DIME from 8:30 A.M. to 4:00 P.M. Monday through Friday, excluding holidays. If you believe your PIN has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN and we can prove we could have stopped someone from using your PIN without your permission had you told us, you could lose as much as \$500.

### **BANKING TRANSACTIONS WITH DOL HOME BANKING**

In addition to viewing account information, you may use DOL Home Banking to transfer funds between your DOL account(s), make loan payments, stop payments, and order checks.

Refer to Electronic Funds Transfers (EFT) disclosure for certain restrictions regarding transfers.

New services may be introduced for DOL Home Banking from time to time. By using these services when they become available, you agree to be bound by the rules which will be made available to you concerning these services.

### **HOURS OF OPERATION**

The services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, our business days are Monday through Friday, excluding holidays. All DOL Home Banking transaction requests received after 6:00 P.M. on business days and all

transactions which are requested on Saturdays, Sundays, or holidays on which we are closed, will be processed on the next business day. Business day begins at 8:30 A.M.

### **MODIFICATIONS TO THIS AGREEMENT**

We may modify the terms and conditions applicable to services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by law. We reserve the right to terminate this Agreement and your use of the services in whole or in part at any time without prior notice.

### **STATEMENTS**

You will continue to receive your regular account statement monthly.

### **DISCLOSURE OF INFORMATION TO THIRD PARTIES**

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

1. Where it is necessary for completing transfers.
2. In order to verify the existence and condition of your account for a third Party, such as a credit bureau or merchant.
3. In order to comply with government or court orders, or other reporting requirements.
4. If you give us your written permission.

### **INACTIVITY AND TERMINATION**

You are responsible for complying with this Agreement and with the terms of the Agreement governing deposit or loan accounts which you access using electronic banking services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not comply with the Agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services.

If you are not paying a monthly service charge for the service, we may convert your account to inactive status if you do not sign on to the service or have any transaction scheduled through the service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the service activated before you will be able to schedule any transaction through the service.

To cancel the DOL Home Banking Service, you must notify us in writing stating you are discontinuing DOL Home Banking and provide your name, address, and the effective date to stop the service. You may notify us by one of the following methods:

1. By sending an e-mail by using the e-mail button provided on The Dime Bank's Home Page.
2. By writing a letter and either sending it to the following address or giving it to a Customer Service Representative or Branch Manager. Address: The Dime Bank, 820 Church Street, P. O. Box 509, Honesdale, PA 18431.

### **GOVERNING LAW**

This Agreement is governed by the laws of the Commonwealth of Pennsylvania and applicable federal law.

## **FEE SCHEDULE**

Fees for The Dime Bank

\$28.00 – Stop Payment fee per transaction

\$35.00 – Overdraft fee per item that overdraws your Checking account

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## **DIME ON LINE BILL PAYMENT SERVICE AGREEMENT**

Bill Payment Service may be provided through a third party or affiliate. This Agreement describes your rights and obligations as a user of the Bill Payment Service, as well as the rights and obligations of The Dime Bank. Please read this Agreement carefully. By requesting and using this service, you agree to comply with this Agreement.

### **THE FOLLOWING DEFINITIONS APPLY IN THIS AGREEMENT**

1. “BPSP” – Bill Payment Service Provider.
2. “Bill Payment” is the Internet-based service providing access to your bill payment account.
3. “Bill Payment Account” is a Dime Bank Checking Account from which you will be conducting transactions using an Internet-based service.
4. “PSC” – Personal Security Code. PSC is for use during the initial sign-on that establishes your connection to the service.
5. “Time of Day” references are to Eastern Standard Time or Eastern Daylight Time, as applicable.
6. “We” refers to The Dime Bank which offers the services and which holds the services.

### **ACCESS TO SERVICES**

We will provide instructions on how to use the Bill Payment Service. You will gain access to your Bill Pay account through the use of your Internet-enabled device, your Internet Service Provider (ISP), your DOL ID# and PIN, and your Bill Payment Customer ID# and PSC.

### **BILL PAYMENT SERVICE**

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties. Your Bill Payment Account must be a Dime Bank Checking Account.

All payments you make will be deducted from the account you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this service must be payable in U.S. Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, government payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls over a weekend, funds must be available in your Bill Pay Account on Friday. Any new payments scheduled over a weekend will be processed on Sunday night. If the date you scheduled a payment to be initiated falls on a holiday, funds must be available the day following the holiday. Your BPSP may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount weekly, bi-weekly, monthly, semi-monthly, quarterly, semi-annually, and annually. You should schedule a payment to a new payee at least five (5) business days before any payment due date for check payment, or three (3) business days before any payment due date for electronic payment.

For all subsequent check payments, you agree to allow at least five (5) business days between the date you schedule a payment to be initiated and the payment due date. For all subsequent electronic payments, you agree to allow at least three (3) business days between the date you schedule a payment to be initiated and the payment due date, that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period. You will be responsible for all late fees, finance charges, or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, notify your BPSP directly.

We will not be liable for damages you incur if you do not have sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number, for the failure of any payee to correctly account for or timely credit the payment, or for any other circumstances beyond our control.

If the session during which you schedule a payment ends by 11:00 P.M., Sunday through Friday, it will be considered to have been received on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the Online Banking Service controls.

If your Bill Payment debit is received at The Dime Bank and there are insufficient funds to cover the payment, The Dime Bank will return the payment to the BPSP. An overdraft fee will be assessed per item by The Dime Bank, as set in the fee schedule relating to your Dime Bank account. When payment is returned to the BPSP, a block will automatically be placed on all accounts. No additional payments will be processed until the account is properly funded and the return is cleared. If a Bill Pay Return is received on a blocked account, the BPSP sends a letter stating that the payment will not be processed and a copy is sent to The Dime Bank.

The way to add, edit or delete a payment is to use the service. You may add, edit, or delete payments scheduled Sunday through Friday until 11:00 P.M. the day before the scheduled payment date. If you wish to stop a payment after it is issued, you must call the BPSP. Stop payment fee may apply, as set in the fee schedule.

## **TERMINATION**

You are responsible for complying with this Agreement and with the terms of the Agreement governing deposits which you access using Bill Payment Services. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not comply with the Agreement governing your deposit accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services.

To cancel the DOL Bill Payment Service, you must notify us in writing stating you are discontinuing DOL Bill Payment Service and provide your name, account number, address, and the effective date to stop the

service. Send to: The Dime Bank, Bill Payment Service, 820 Church Street, P. O. Box 509, Honesdale, PA 18431.

### **ELECTRONIC MAIL**

If you send us an electronic mail message we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail.

You should NOT rely on electronic mail if you need to communicate with us immediately.

### **OTHER AGREEMENTS**

In addition to these Agreements, you agree to be bound by and comply with the requirements of the Agreements applicable to each of your Online accounts. Your use of the Home Banking Service or the Bill Payment Service is your acknowledgement that you have received these Agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of the Agreement. We will automatically deduct the fees related to this service from your Bill Pay Account the month after they have occurred.

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## **ELECTRONIC FUND TRANSFERS**

### **YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

#### **1. TRANSFER TYPES AND LIMITATIONS**

(A) **Terminal Transfers.** You may use Dime On Line Home Banking/Bill Pay to make:

(1) Transfers of funds between checking and savings accounts upon request.

(2) Initiate electronic fund transfers to third parties.

(B) **Prearranged Transfers.** You may arrange for us to:

(3) Accept certain direct deposits to your checking account.

(4) Accept certain direct deposits to your savings account.

(5) Pay certain recurring bills from your checking account in the amounts and on the days you request.

(6) Pay certain recurring bills to The Dime Bank from your savings account in the amounts and on the days you request.

(C) **Limitations on frequency of transfers.**

(7) Transfers from a money market deposit account or a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month or statement cycle with no more than three by check, debit card or similar order to third parties.

(8) For security reasons, there are other limits on the number of transfers you can make in Dime On Line Home Banking.

## 2. DOCUMENTATION

(A) **Terminal Transfers.** You should print a confirmation at the time you make any transfer to or from your account using home banking.

(B) **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 view the deposit in home banking to find out whether or not the deposit has been made.

(C) **In Addition.**

(1) You will get a monthly account statement from us.

## 3. PREAUTHORIZED PAYMENTS

(A) **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's how:

(1) For payments made using Bill Payment product; you may edit or delete payments scheduled Sunday through Friday up until 10:00pm CST the day **before** the scheduled payment date you set. After this time you must contact the Bill Payment Service Provider Customer Service.

(2) For all other payments; call or write us at the telephone number or address listed in this disclosure, 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.

(B) **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.)

(C) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## 4. FINANCIAL INSTITUTION'S LIABILITY

(A) **Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. 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 the transfer would go over the credit limit on your overdraft line.
- 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.

## 5. CONFIDENTIALITY

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

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders or;
- (4) If you give us written permission

## 6. UNAUTHORIZED TRANSFERS

(A) **Consumer Liability.** Tell us AT ONCE if you believe an unauthorized electronic transfer has been made. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone initiated an electronic transfer without your permission. (If you believe your user ID# and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your user ID# and/or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, 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.

(B) **Contact in event of unauthorized transfer.** If you believe your user ID# and/or PIN 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 disclosure.

## 7. 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 disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer 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.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (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, an internet transaction, 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 (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

**The Dime Bank  
820 Church Street  
Honesdale, PA 18431  
570-253-1902**

**Everyday is a business day except Saturdays, Sundays, and Federal Holidays.**

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## **THE DIME BANK PAYMENT PRIVILEGE CUSTOMER OVERDRAFT POLICY**

An insufficient balance could result in several ways, such as (a) the payment of checks, electronic funds transfer, or other withdrawal request; (b) payments authorized by you; (c) the return of unpaid items deposited by you; (d) the imposition of bank service charges; or (e) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid. The bank will charge a fee for overdrafts (a) created by check, (b) in-person withdrawal, or by ACH transactions. If you have Payment Privilege Overdraft Protection and you authorize us to pay ATM and everyday debit card transactions, we will also charge a fee for overdrafts caused by these transactions. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your account in good standing, by demonstrating good account management and avoiding excessive overdrafts, we will pay the items and charge the bank's standard overdraft charge of \$35.00 per item that overdraws your account. Your payment privilege should only be used to cover inadvertent overdrafts as a safety net to help in emergencies where you may have a shortage of funds in your account. You must bring your account balance to a positive balance within 30 days of the initial overdraft. We may approve overdrafts as a non-contractual courtesy. Normally we will not approve an overdraft for you in excess of your balance plus the overdraft charge. We may refuse to pay an overdraft for you at any time, although we may have previously paid overdrafts for you. You will be notified by U.S. Mail of any insufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our insufficient funds handling fee(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft,

plus our insufficient funds handling fee. You should note that your Payment Privilege limit might be included in your available balance provided by a teller, through our Dime-on-Line internet banking, through our Dial-my-Dime 24 hour telephone banking service, as well as by phone from our employees.

***Limitations:*** Available to individually owned accounts in good standing for personal or household use. The Dime Bank reserves the right to limit participation to one account per household and to discontinue this product with notice by letter or in-person.