

THE DIME BANK

AGREEMENTS, DISCLOSURES, AND POLICIES

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**THE
DIME
BANK**

THE DIME BANK 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.

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.

If 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.

THE DIME BANK 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 Manager.

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.

As required by the
USA PATRIOT ACT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all institutions making financial transactions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

- When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.
- We may also ask to see your driver's license or other identifying documents.
- In some cases, identification will be requested for those individuals who are already customers prior to the effective date of the customer identification requirements if original documentation was not obtained with the opening of the account.

As always, protection of your identity and confidentiality remains our pledge to you. Thank you for your understanding and for joining us in securing a safer tomorrow.

THE DIME BANK
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) "Password" is for use during the initial sign-on, or the password 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 Password.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your password 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 password 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 \$50.00 if someone uses your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission had you told us, you could lose as much as \$500.00.

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 8:00 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. If your account is inactive for a 180 day period, the system will automatically terminate the ID for security purposes.

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 contact button provided on The Dime Bank's account listing page.
- 2) By writing a letter and either giving it to a customer service representative, branch manager or Electronic Banking department or sending it to the following 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:

- \$35.00 – stop payment fee per transaction
- \$35.00 – overdraft fee per item that overdraws your checking account

THE DIME BANK 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) "Bill Payment" is the Internet-based service providing access to your bill payment account.
- 2) "Bill Payment Account" is a Dime Bank Checking Account from which you will be conducting transactions using an Internet-based service.
- 3) "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable.
- 4) "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 Password.

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 funds are not available on the scheduled processing date, the Bill Pay system will automatically re-try every day until such funds are available or until the payment is cancelled. All bill payments must be scheduled on a Business Day. Any new payments scheduled over a weekend will be processed on Monday. If the date you scheduled a payment to be initiated falls on a holiday, funds must be available the day following the holiday. The Bank 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 The Dime Bank.

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 payment is received prior to one (1:00) p.m. Monday through Friday, it will be considered to have been received on that day. Otherwise, it will be considered received on the following business day and will process at three (3:00) a.m. For all entries made using the service, the time recorded by the Online Banking Service controls.

The way to add, edit or delete a payment is to use the service. You may add, edit, or delete payments scheduled any time prior to the one (1:00) p.m. or three (3:00) a.m. processing time. If you wish to stop a check payment after it is issued, you must contact The Dime Bank. 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.

THE DIME BANK MOBILE DIME AGREEMENT AND DISCLOSURE ONLINE BANKING ADDENDUM

I. Introduction

The Dime Bank endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

- "Account(s)" means your eligible Dime Bank Checking, Savings, Loans, CDs, Safe Deposit Box information and other Dime Bank products that can be accessed through Mobile Banking.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.
- "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.
- "You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.
- "We," "Us," and "Bank" means The Dime Bank.

III. Mobile Banking Service

- A. **Description of Service.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Dime Bank account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. The Dime Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

- B. **Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

- C. **Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible The Dime Bank Accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 8:00p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

- A. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

- B. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- C. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- D. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
- E. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless The Dime Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Please contact us at 570-253-1970 with any questions you may have regarding the above information and disclaimers.

THE DIME BANK DIME DEPOSIT EVERYWHERE TERMS AND CONDITIONS

The Dime Deposit Everywhere service (hereinafter, referred to as "DDE") provides you the ability to access and make remote deposits to your designated eligible accounts at The Dime Bank (hereinafter, referred to as "TDB"). The DDE service is designed to take advantage of the 21st Century Act and its regulations (collectively, "Check 21"), which permits you to scan an image (a "check image") of an original paper check ("original check(s)") drawn on a United States financial institution and to electronically submit such check image via a compatible handheld device or flatbed scanner to TDB for remote deposit.

1. Your use of the DDE service is subject to the following requirements:
 - You must request access, qualify, and obtain approval from TDB to use the DDE service.
 - A check image submitted to TDB electronically for deposit is not received until TDB accepts and confirms receipt. TDB is not responsible for check images not received or lost during transmission. TDB will send an email to your address on file to confirm receipt or rejection of your check image deposit.
 - You may scan and submit check images for deposit to TDB within the dollar limits ("deposit limits") established for you by TDB. TDB, in its sole discretion, reserves the right to limit the frequency and dollar amount of deposits submitted through the DDE service and at any time raise or lower your deposit limits. If you exceed your deposit limits TDB may, in its sole discretion, accept or refuse the check image deposit.
 - By requesting access to the DDE service, you authorize TDB to provide you with access to all of your TDB eligible accounts you designate to participate. Current DDE eligible accounts include: checking, savings, and money market accounts.
 - The endorsement on the check must include the words: mobile deposit. For example: John Doe, mobile deposit.
 - You must immediately notify the bank upon identification of a keying error on your part.
2. Scanning and submitting check image deposits does not constitute receipt of deposit by TDB. Any check image deposit received after 8:00 p.m., Eastern Standard Time on any business day or any check image deposit received on Saturdays, Sundays, and Federal holidays will generally be processed on TDB's next business day. Funds deposited via DDE may not be available until the following business day. Acknowledgment of receipt by TDB does not mean that the deposit was received error free and TDB reserves the right to charge back your account at any time. For further information, please refer to the bank's Funds Availability Disclosure.
3. You agree that you will use the DDE service to scan only original checks payable to and properly endorsed to you or your business, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. dollars, and intended for deposit to your designated account with TDB.
4. You understand that TDB is not obligated to accept for deposit any check image that TDB, in its sole discretion, determines to be ineligible. Ineligible deposit items include, but are not limited to: (a) failure to comply with the requirements set forth by any regulatory agency, clearing house or association, (b) check images of items drawn on banks located outside the United States, and (c) check images that are illegible or otherwise unable to be read properly. You acknowledge and agree that even if TDB does not identify a check image as ineligible, the check image may be returned to TDB because, among other reasons, the check image or any Substitute Check created from the check image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. TDB's failure to identify a check image you transmit to TDB as ineligible shall not preclude or limit your obligations.
5. You shall maintain any check you transmit to TDB for at least 14 calendar days from the date of transmittal or until receipt of your next statement, whichever comes later. After such time, you shall promptly destroy the check. You are solely responsible if an original check is misused following submission by check. Until such time that the check is destroyed, it is expected that you will securely maintain original checks due to the confidential nature of the information contained on the checks.

6. You make the following representations and warranties:
 - You shall fully comply with the terms described herein and all applicable rules, laws and regulations and all information you provide to TDB is accurate and true.
 - You shall not alter any original check or check image and shall review the check image to ensure that it is accurate.
 - You shall not submit to TDB or to any other person or entity for deposit or credit any original check if a check image of the original check has already been submitted and accepted for deposit into your account with TDB or by such other person or entity.
 - You shall not deposit into your account with TDB or any other person or entity, or otherwise negotiate or transfer to anyone, any original check that you submitted as a check image deposit to TDB, unless following receipt of your submission, TDB notifies you that the check image is ineligible and not accepted for deposit or that the check image or any Substitute Check created from the image is refused by the financial institution upon which it is drawn.
 - You shall exclusively use the DDE service for your own personal, home office, or applicable small business use. You shall not make the DDE service available or transfer your rights to use the DDE service to any third party. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.
 - You shall indemnify, defend, and hold TDB and its agents harmless from and against any and all liability, damage and/or loss arising from any claims, suits, or demands, brought with respect to any warranty provision herein.
7. TDB may charge a fee for the DDE service. All fees and charges related to any account you access with the DDE are stated in your applicable Fee Schedule. TDB may change the fees and charges in any applicable Fee Schedule at any time.
8. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE DDE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TDB DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TDB MAKES NO WARRANTY THAT THE DDE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM THE DDE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL TDB BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE DDE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF TDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
9. You agree that TDB may provide you with all disclosures, notices, and other communications about the DDE service, and any future amendments, changes, or additions to this Agreement, in electronic form. TDB will provide all future updates to this Agreement by posting such update on its website. Paper copies of this Agreement and all updates thereto will only be available upon request (Electronic Banking Department 570-253-1970). Your consent to receive notices and updates in electronic form only will apply for as long as you use the DDE service. You may withdraw your consent at any time by choosing to cancel the DDE service. TDB may amend or change the terms and conditions stated in this Agreement by giving notice to you at least the minimum notice required by law or regulation before the effective date of the amendment or change. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of the DDE

service or the safety of TDB's relationship with you or is otherwise required immediately by law or applicable regulation. TDB shall thereafter promptly advise you of any such change in writing.

10. Any agreement you may have with any unaffiliated service providers, including, but not limited to, your telecommunications carrier or provider, remains in full force and effect. You understand that other agreements you may have with unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of DDE (for example, your mobile service carrier or provider may impose data usage charges for your use of or interaction with the DDE service or other use of your Mobile Device when using the DDE service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your telecommunications carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the DDE service, you will contact us directly.
11. By using the DDE service you accept the risk that an item may be intercepted or misdirected during transmission. TDB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
12. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or copies of items deposited through the DDE service in your possession and your records relating to such items and transmissions.
13. TDB may terminate your DDE service at any time for any reason.
14. YOU UNDERSTAND AND AGREE THAT YOU ARE REQUIRED TO INDEMNIFY TDB AND ITS AGENTS AND HOLD TDB AND ITS AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES ARISING FROM YOUR USE OF THE DDE SERVICE. YOU AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
15. The following is applicable to business accounts. "Business accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes. For business accounts using the DDE service, TDB is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by the DDE service. By using the DDE service to access your business accounts, you are responsible for any unauthorized use of the DDE service and any loss or damages incurred due to the unauthorized access to your business accounts.

If your deposit activity through the DDE service exceeds your deposit limits, TDB reserves the right to disable your access and provide you with information on other available business banking electronic deposit options.

If any person authorized access through the DDE service to conduct transactions on any business account is no longer authorized, it is your responsibility to notify TDB. TDB shall not be liable or responsible to you for any transactions conducted on a business account by any person whose authority to conduct transactions is no longer in effect until TDB is expressly notified.

THE DIME BANK INTERBANK TRANSFER SERVICE AGREEMENT

You have requested to enroll in the Financial Institution Transfer Service (“Service”). This Service allows you to transfer funds between your linked personal deposit accounts at The Dime Bank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at The Dime Bank. An outbound transfer moves funds from an account at The Dime Bank to an account outside of The Dime Bank. You will need to enroll each of your non-Financial Institution accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with The Dime Bank procedures. The verification process must be completed by you prior to using the Service. You will have seven (7) days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited from/credited to your Dime Bank account the business day following the day you initiate the transfer, provided you have met the cutoff time for submitting Interbank transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 1:45p.m. EST. Funds requested to be transferred will be debited from/credited to the non-Dime Bank account according to the receiving Financial Institution’s availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 1:45 p.m. EST the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer. There currently are no fees for Inbound or Outbound transfers to The Dime Bank. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Financial Institution:

1. Three inbound transfers per day not to exceed a total of \$3,000.00
2. Three outbound transfers per day not to exceed a total of \$3,000.00

The above limits apply to the total of all Interbank transfers for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time. We reserve the right to decline to effect any transfer. We reserve the right to revise or terminate this Agreement and your use of the service, in whole or in part, at any time.

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit transfer instructions on your behalf. You understand that if you provide us with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, The Dime Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. Although the Interbank Transfer service is available via Dime On Line 24 hours a day, the bank shall incur no liability if we are unable to complete any transfer initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of The Dime Bank, your account does not contain sufficient funds to complete the transaction or
2. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Unless specifically listed in this agreement, this Service is subject to the definitions and terms of the Dime On Line Home Banking Service Agreement signed by you when opening your Dime On Line Home Banking account or any amendments thereto. A current copy of the Dime On Line Home Banking Service Agreement can be viewed [here](#).

For questions, or if you need assistance with the enrollment process, please contact the Electronic Banking department at 570-253-1970 or email us at electronicbanking@thedimebank.com. You may also send us a secure message by clicking on the “Contact Us” link after login in to Dime On Line.

THE DIME BANK PERSON TO PERSON PAYMENTS (P2P) AGREEMENT

Introduction

This Person to Person Payments Agreement sets forth the terms and conditions that apply to The Dime Bank's Person to Person Payments ("P2P") and your use of it. You accept and agree to be bound by this Agreement, in addition to the terms and conditions of the Dime On Line Home Banking Service Agreement as well as account agreements, disclosures and other documents in effect from time to time governing your account, in order to use these services. Failure to comply with any of these terms and conditions may result in the suspension or termination of your service. These terms and conditions may be amended, supplemented or changed at any time.

Definition of Terms

- **P2P (Person to Person Payments)** means the service that allows you to send funds using only the recipient's name and email address and a keyword. The recipient determines the bank and account number where the funds will be deposited.
- **Transfer** means an electronic movement of funds from your account to another party by means of the P2P system offered within Dime On Line.
- **You or Your** means each person who applies to use the service and each person who uses the service.
- **Payee** means anyone, including the Financial Institution that you designate to pay

Transfer Limitations

- Daily Transfer Limit: \$3,000.00
- Transaction Transfer Limit: \$3,000.00

Daily Cut-Off Time

3PM Eastern Time, Monday through Friday (with the exception of Federal holidays)

Fees

The Dime Bank does not currently charge a fee for P2P. However, you will be responsible for any excess transaction fees that may apply to your account.

Notices

We will notify you of any changes, fees, or other information about P2P, if required by law. Notices required to be given by us under this Agreement or by law may be provided electronically or in writing and mailed to you at the mailing address that we have on file.

Enrollment

You will enroll for P2P via Dime On Line by clicking the link for Person to Person Payments in the My Dime On Line section of Dime On Line. Person to Person Payments is a self-enrollment service. You will be required to submit a challenge question as well as agree to the Person to Person Payments Agreement before proceeding. If granted, enrollment is immediate.

Adding an Email Payee

The following information is required in order to add a payee to P2P:

- Payee Name
- Payee email address
- Amount of the payment
- Process Date
- Keyword (to be disclosed to the payee by you)

If this is the first payee added to the system, you will be required to select a delivery method to receive an Activation Code. You will then be required to enter the Activation Code received in the appointed section of the P2P system.

Your payee will receive an email notification and will be asked to click on a secure link in the email where they will be asked to enter the following:

- Keyword as disclosed by you
- Their account information

When the information is confirmed, the payment will be released pending funding verification. Once this payee is set up, no further action will be required for future payments.

The payee will have 9 attempts to enter the keyword correctly. After the 3rd attempt, you will receive an email with a link to unlock the payee. This will occur on the 6th attempt as well. On the 9th failed attempt, the payee will be deleted and you will be required to re-enter the payee information and begin the process again.

If the payee has not taken any action on the email notice by the 9th day, an email is generated to you and the payee status will change to Expired.

Payee Statuses

- **Declined** - Payee declined the request to receive a payment from you and therefore the payment is cancelled.
- **Expired** - Payee did not respond to the email requesting their bank account information and therefore the payment is cancelled.
- **Pending** - P2P is waiting for the Payee to respond to their email and provide their bank account information. The keyword is required.

Payment Statuses

- **Scheduled** - Payment is scheduled and is processed on the date indicated.
- **Stopped** - Payment was stopped prior to processing. Funds were not debited from your account.
- **Processed** - Payments that have successfully passed funds verification are shown in a processed status until the funds verification process is complete.
- **Paid** - This displays once the funds verification process is complete.
- **Not Processed** - The payment failed the funds verification process for 2 days and there will be no other retries.
- **Refunded** - The payment was returned to The Dime Bank by the payee bank and the funds have been re-deposited into your account.

Cancelling a Payment

A P2P payment can be changed or cancelled prior to the cut-off time of 3PM Eastern Time on the scheduled processing date.

Available Funds

Funds must be available in your designated account on the scheduled payment date. If funds are not available on the scheduled payment date, the P2P system will automatically re-try the next day (up to 4 attempts, two times daily) until such funds are available. If the funds are not available in the designated account after the second day, the payment will be cancelled.

Liability

We will not be liable for damages you incur if you do not have sufficient funds in your designated account to make the payment on the payment date, for the failure of any payee to correctly account for or timely credit the payment, or for any other circumstances beyond our control.

Mobile Option

P2P is available on Mobile Dime as well as on Dime On Line. You must have one payee added via Dime On Line prior to seeing the option within Mobile Dime. All terms and conditions of Mobile Dime apply.

Amendments

The Dime Bank has the right to change this agreement at any time by notice mailed to you at the address on file with The Dime Bank or as otherwise permitted by law.

Termination

The Dime Bank has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to The Dime Bank.

You remain obligated for any payments made by The Dime Bank on your behalf.

THE DIME BANK
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. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS

(a) Prearranged Transfers.

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).

(b) Telephone Transfers. You may access your account(s) by telephone toll-free at **866-342-5693** using a touch tone phone, your account numbers, and PIN to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings account to club accounts;
- Make payments from checking to loan accounts with us;
- Get checking account(s) information;
- Get savings account(s) information.

(c) ATM Transfers. You may access your account(s) by ATM using your MasterMoney debit card and personal identification number to:

- Make deposits to checking account(s);
- Make deposits to savings account(s);
- Get cash withdrawals from checking account(s). You may withdraw no more than \$500.00 per day;
- Get cash withdrawals from savings account(s). You may withdraw no more than \$500.00 per day;
- Transfer funds from savings to checking;
- Transfer funds from checking to savings;
- Get checking account(s) information;
- Get savings account(s) information;
- Withdrawals from business checking may be no more than \$1,000.00 per day.

(d) Point-Of-Sale Transactions. Using your card:

- You may access your checking account to purchase goods in person, by phone, by computer;
- Pay for services in person, by phone;
- Get cash from a merchant, if the merchant permits, or from a participating financial institution;
- Do anything that a participating merchant will accept;
- You may not exceed more than \$1,000.00 in transactions per day;
- Purchases with a business debit card can be no more than \$5,000.00 per day.

(e) Computer Transfers. You may access your account(s) by computer by logging on to www.thedimebank.com and using your user ID and password to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings to club accounts;
- Make payments from checking to loan accounts with us;
- Using Bill Pay service;
- Transfer funds between your checking and savings accounts at The Dime Bank and your checking and savings accounts at other financial institutions.

(f) Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by typing <https://airteller.com/thedimebank> and using your cell phone, and user ID and password to:

- Transfer funds from checking to savings;
- Transfer funds from savings to checking;
- Transfer funds from checking and savings to club accounts;
- Make payments from checking to loan accounts with us;
- Make payments from savings to loan accounts with us;
- Get checking account(s) information;
- Get savings account(s) information;
- Get loan or club information;
- Pay bills to payees currently set up on Dime On Line;
- All accounts designated must have transfer selected upon enrollment;
- 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.

(g) Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund 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. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a savings and money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- A \$12.00 excess debit fee will be assessed for those transactions exceeding the above limitations.

FEES

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 (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

(a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using a(n):

- Automated teller machine;
- Point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15.00 or less.

(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 call us at **570-253-1970** to find out whether or not the deposit has been made.

(c) In Addition,

You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

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: Call us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431** in time for us to receive your request three (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 \$35.00 for each stop payment.

(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 three (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

(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 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 transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) 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 overdraft line of credit). If you tell us within two (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. Also, if you do NOT tell us within two (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 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 period.

MasterCard® Debit Card. Additional limits on liability for point of sale transactions.

You will not be liable for any unauthorized transactions using your MasterCard debit card if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft and;
- Upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431**. You should also call the number or write to the address listed above 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 us at **570-253-1970** or write us at **The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431**, 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 transaction 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 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 (3) 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.

For problem resolutions call us at **570-253-1970** or write to:
The Dime Bank, 820 Church Street, PO Box 509, Honesdale PA 18431

Our Business days are Monday through Friday – Holidays not included.

The Dime Bank Consumer Overdraft Program

The following is a statement of how The Dime Bank will handle consumer overdrafts.

An insufficient balance (overdraft) can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) the imposition of bank service charges/fees; or (5) the deposit of items which, according to the bank's Funds Availability policy, are treated as not yet available or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. As disclosed in the General Fee Schedule, the Bank will charge a fee of \$35.00 per item that overdraws the account up to five (5) overdraft fees per business day. A continuous OD fee of \$5.00 per business day will be charged after 5 consecutive business days of an overdraft balance of \$10.00 or more. The maximum daily overdraft fees will not exceed \$180.00.

Transactions may not be processed in the order in which they occurred and the order in which transactions are received by The Dime Bank and processed can affect the total amount of overdraft fees you may incur.

You will be notified by U.S. Mail of any non-sufficient 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, including our overdraft paid item and/or a return item fee of \$35.00, that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. If the overdraft balance is not cleared within 35 days you will receive a letter stating your account has been closed. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

Discretionary Overdraft Protection Products and Services

Transfer Sweeps From Another Deposit Account

A Transfer Sweep is an agreement where you authorize the bank to automatically transfer funds from your secondary account(s) to cover insufficient funds in your primary account to avoid overdraft charges.

- A \$15.00 Sweep Transfer Fee will be charged to the 'Transfer To' account for each transfer. Fees are subject to change.
- Account owner(s) are responsible to maintain sufficient balance(s) in their 'Transfer From' account(s) to cover any potential overdrafts in the 'Transfer To' account. If partial transfers are authorized and the balance in the 'Transfer From' account is less than the funds needed to cover a potential overdraft, all funds up to the last cent (\$.01- to avoid closure of the account) will be transferred. Should this occur, some or all of the items presented may not be paid and NSF fees of \$35.00 per item may be charged. The Sweep Transfer Fee will not be charged if the partial transfer amount does not cover the potential overdraft.
- The Bank will not be responsible for notification to Authorized Signer(s) of any transfers.
- A transfer may reduce the balance in the 'Transfer From' account below any minimum balance requirement for the account and a minimum balance service charge may be assessed.
- Preauthorized transfers from a Savings or Money Market account are limited to six (6) per statement cycle.
- The Bank or Customer may cancel this authorization at any time.

Ready Credit

Ready Credit is a revolving line of credit (LOC) available with your Dime Bank checking account. It gives you financial freedom with a personal line of credit as well as the security of overdraft protection. Ready Credit can prevent overdraft fees and checks being returned NSF on your checking account.

- Ready Credit LOC is subject to credit approval. You must fill out a loan application and apply for this product.
- Automatically transfers funds from approved Ready Credit LOC to a checking account to cover an overdraft (minimum Credit Advance is \$50.00). LOC amount is added to available balance and can be used to pay bills or make purchases.
- The Annual Percentage Rate of interest is tied to Predominant New York Prime as published in the Wall Street Journal plus 6% fluctuating and changing as Prime Changes. The interest rate will never be less than 10% or greater than 18%. A statement is sent to you via US Mail.

- Payments are automatically deducted from your checking account twenty one (21) days after the statement date. Payment amount is tiered based on the outstanding balance due.
- There may be a late fee of \$10.00 or 5% of the outstanding balance (whichever is greater) if the monies are not available when the payment is due.
- There is an annual fee of \$50.00 which will be charged to the Credit Line on the anniversary date of the loan.

Payment Privilege

Payment Privilege is a discretionary Overdraft Protection Service where an overdraft privilege limit is automatically assigned to your personal checking account. You may be able to use the overdraft privilege limit assigned to your account 30 days after the account is opened provided specific criteria is met. Payment Privilege gives you an extra level of protection in case of account reconciliation errors. Payment Privilege should not be viewed as an encouragement to overdraw your account. The purpose of this privilege is to save you from the embarrassment, additional merchant fees or other problems that might result if a payment is returned. 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. Payment Privilege limits are determined by account type – Kasasa-Cash, Cash Back or Tunes, EZ Checking and 55 & Better - \$500.00 limit; Money Market - \$1,000.00 limit. (Grandfathered accounts – Free Checking \$500.00 limit; Checking Plus \$750.00 limit; One Fund and Platinum Checking \$1,000.00 limit)

- For overdraft privilege consideration, your account must be in “good standing” by (1) demonstrating good account management; (2) avoiding excessive overdrafts; and (3) having no legal orders, levies or liens against your account.
- As long as you maintain your account in “good standing”, we may approve your overdraft items within your current available Payment Privilege limit as a non-contractual courtesy. The Bank will charge our standard NSF fee of \$35.00 per item that overdraws the account, whether paid or returned, up to five (5) overdraft fees per business day. A continuous OD fee of \$5.00 per business day will be charged after 5 consecutive business days of an overdraft balance of \$10.00 or more. The maximum daily overdraft fees will not exceed \$180.00.
- Your Payment Privilege limit may be available to cover overdrafts created by checks and other transactions made using your checking account number, such as teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. In addition, you may authorize the bank to approve and pay ATM and everyday debit card transactions within the Payment Privilege limit. Your Payment Privilege limit will be included in your available balance (1) provided by an employee in person or by phone; and (2) through our Dime-On-Line internet banking.
- We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Payment Privilege excessively or seem to be using Payment Privilege as a regular line of credit. In addition, normally, we will not approve an overdraft for you in excess of the predetermined limit assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the bank’s standard overdraft fee of \$35.00 per item and continuous overdraft fee of \$5.00 per business day will be deducted from the overdraft limit.
- You may opt out of the Payment Privilege Overdraft Protection Service at any time, or specifically opt out of the privilege related to ATM and everyday debit card transactions, but you are responsible for any overdrawn balances at the time of opting out. If you would like to have this service removed from your account, contact the bank via phone at (570)-647-4092, in person at any one of our branch offices, or in writing to The Dime Bank, Attention Deposit Operations, PO Box 509, Honesdale, PA 18431.
- You will be notified by U.S. Mail of any non-sufficient fund 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 including our overdraft paid item and/or a return item fee of \$35.00 that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. Failure to do so will result in a 30 day letter noting that your privileges have been suspended. If the overdraft balance is not cleared within 35 days you will receive a letter stating your account has been closed. Your account will be monitored for excess usage and you will be notified either by notice or telephone to discuss the options available to you. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.
- LIMITATIONS: Payment Privilege is a non-contractual courtesy that is available to accounts in good standing for personal or household use. It is not available to minors or accounts with special titles. The Dime Bank reserves the right to limit participation to 1 account per household and to suspend, revoke, or discontinue the service without prior notice.

THE DIME BANK
MEMBER FDIC
FUNDS AVAILABILITY DISCLOSURE

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on one of our business days that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200.00 of your deposits, however, may be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a notice by the day after we receive your deposit. If you will need the funds from the deposit right away, you should ask us when the funds will be available. In addition, 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 \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) 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 (7th) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and the deposit must be made in person to one of our employees. The excess over \$5,000.00 will be available by the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.