

External Account Transfer Service

(Addendum to Internet Banking Services Terms and Conditions).

Transfer Service

Our External Account Transfer Service is available for consumer/personal use only and allows You to transfer funds between your consumer (personal) accounts at Tompkins (as defined in our Internet Banking Services Terms and Conditions) and certain external deposit accounts at other financial institutions (“Transfer”). Your use of this Transfer service is governed by our Internet Banking Services Terms and Conditions, which can be found on our website, and all of the Internet Banking Services Terms and Conditions are incorporated herein by this reference. An outbound Transfer moves funds from an account at Tompkins. An inbound Transfer moves funds into an account at Tompkins. Transfers may be initiated in two different transaction modes – one-time and recurring. Future dated or recurring Transfers will be processed on the scheduled date of the Transfer or the next business day if the scheduled date is a weekend or a Federal holiday.

Enrolling an External Account

You will need to enroll each of your external accounts that you wish to use for this Transfer service. Your right to enroll and use this Service is subject to Tompkins’s approval and acceptance of your enrollment. You agree that you will only enroll external accounts for which you have the authority to transfer funds into (credit) and out of (debit). Tompkins may, but is not required, to verify any or all accounts requested to be used as part of this Transfer service. If required by Tompkins, the verification process must be completed by you prior to using the Transfer service. By enrolling an external account, you agree that Tompkins may make a group of small transactions that you must verify, within a specified timeframe. Tompkins reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury’s Office of Foreign Assets Control, or an incomplete enrollment. Not all types of accounts are eligible for Transfers. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding Transfers to or from any external account that you enroll. Tompkins is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

Tompkins may, but has no obligation and is not obligated to, validate any external account number that You provide in the enrollment process. It is your responsibility to ensure You enter a valid and correct external account number. Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect external account number, Tompkins will NOT be responsible for returning funds due to an unrecoverable Transfer

Processing

Outbound Transfers are effective on the later of (i) the next banking day after the Transfer Date (as shown on the Transfer screen), or (ii) such future date as You may have indicated in your Transfer request. The external account will be credited according to the receiving bank's availability and transaction processing schedule. The cut off time for submitting a Transfer for same day processing is 3:00 p.m. ET each business day.

Inbound Transfers will be credited to your account on the day the Transfer is effective, and the funds may be subject to holds based on our Funds Availability Policy. Your external account will be debited according to the transactions processing schedule of the other financial institution. Inbound Transfer functionality is subject to Tompkins approval and may be requested by contacting Tompkins.

Future dated and recurring Transfers may be changed or canceled until 3:00 p.m. ET of the day prior to the scheduled effective date. If the Transfer status is "in process" or "processed," you cannot cancel the Transfer. Tompkins is not liable for any service fees or late charges levied against you in the event a Transfer fails or does not occur. You also understand that you are responsible for any loss or penalty that you incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If transferring funds from (outbound) your savings or money market account(s), you are limited to six pre-authorized Transactions per month. Each Transfer made using the Transfer service is counted as one of the six limited Transactions you are permitted each month. If a savings account or money market account is set as your default charge account, the external transfer fee assessed at the end of the month will be counted as one the six limited transactions.

There are daily and monthly limits on the number and dollar amount of Transfers you may make. These limits apply to the total of all transfers of a specific type for all accounts enrolled in the transfer service. Please refer to our Electronic Funds Transfer Disclosure, posted on our website, for these limits. A service fee may be charged for each outbound and inbound Transfer submitted for processing. Please refer to our Schedule of Fees, which is posted on our website, as such fees are in effect from time to time and are further subject to change. We may change your Transfer limits or refuse to provide further Transfer services at any time, including without limitation upon occurrence any of the following events:

- any of your accounts with Tompkins is not current or is not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Tompkins account during the current or three prior calendar months.
- You have had any prior Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Transferring to an External Account

When you place an order for a Transfer to an external account, Tompkins will hold the funds on the effective date of the Transfer. The hold will remain in effect until the funds are sent and the Transfer is posted. We may honor but are not required to honor Transfers to an external account

in excess of the collected funds in your Tompkins account. If your Tompkins account has insufficient funds to cover a Transfer to an external account, Tompkins may, at its sole discretion:

- Honor the Transfer under the terms of any Tompkins overdraft protection plan you have established.
- Honor the funds Transfer and create an overdraft in your Tompkins Account. Tompkins may hold balances in your other Tompkins accounts until the overdraft is paid.
- Refuse to honor the Transfer.
- Cancel any and all Transfers to any and all external Accounts.

Fees may apply to any of the above remedies. Please refer to our Schedule of Fees, which is posted on our website for a complete listing of our fees, which are subject to change.

If any Transfers to an external account are returned to Tompkins for any reason, Tompkins will return the funds, within a reasonable time, to your Tompkins account.

Transferring From an External Account

All Transfers from external account(s) are subject to the rules and regulations of the other financial institution. You agree not to Transfer any funds from an external account where that transaction would not be allowed under the rules or regulations applicable to such account. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds from an external account.

If any Transfer from an external account is rejected or returned, you authorize Tompkins to collect from any of your Tompkins accounts (including any overdraft protection) sufficient funds to cover the Transfer. If funds are not available from any of your Tompkins accounts, you agree to promptly reimburse Tompkins for the amount of the return along with applicable service fees, accrued interest, collection fees, and/or legal fees.

TOMPKINS IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR FOR ANY TYPE OF TRANSFER IF:

1. THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR FUNDING ACCOUNT(S) TO MAKE A TRANSFER;
2. THE INCORRECT ACCOUNT NUMBER(S) FOR THE FUNDING ACCOUNT(S) AND/OR RECEIVING ACCOUNT(S) WERE GIVEN WHEN THE TRANSFER WAS INITIATED;
3. THE INCORRECT BANK ROUTING NUMBER(S) FOR THE FUNDING ACCOUNT(S) AND/OR RECEIVING ACCOUNT(S) WERE GIVEN WHEN THE TRANSFER WAS INITIATED;
4. TO THE EXTENT NOT PROHIBITED BY REGULATION E, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.

We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.