

Tompkins Financial Corporation Internet Banking Services Terms and Conditions

These Internet Banking Services Terms and Conditions (the “Terms and Conditions”) set forth the terms and conditions pursuant to which Tompkins Financial Corporation and/or any Affiliate, as defined below, of Tompkins Financial Corporation (collectively and individually, “Tompkins”) shall provide certain Internet banking services as more fully described herein (the “Services”), through access to the Internet banking system maintained by Tompkins (the “Internet Banking System”), to the individual, business, corporation, partnership, company or other account owner(s) (hereinafter referred to as “You” and/or “Your”, as applicable), identified in the Internet Banking Enrollment Form completed by You and delivered to Tompkins and which incorporates by reference, and makes such Services and access to the Internet Banking System subject to Your acknowledgment of and agreement with, these Terms and Conditions. For purposes of these Terms and Conditions, an “Affiliate” of Tompkins shall include any and all subsidiaries of Tompkins Financial Corporation, and any entity controlling, controlled by or under common control with Tompkins Financial Corporation, and any other bank or entity providing Services pursuant to Tompkins’ request or instruction, including without limitation The Bank of Castile, Mahopac National Bank Tompkins Trust Company and VIST Bank. By Your use and Your continued use of the Services, You agree to accept and fully comply with all of these Terms and Conditions. These Terms and Conditions incorporate herein by reference the disclosures previously provided to you relating to Electronic Funds Transfers (“Prior EFT Disclosures”), and in the event of a conflict, the Prior EFT Disclosures shall supersede these Terms and Conditions. To the fullest extent authorized by law, these Terms and Conditions supersede all other prior notices Tompkins previously provided to you, including notices relating to availability of funds or to the Expedited Funds Availability Act, 12 U.S.C. § 4001 *et seq.* and Regulation CC, 12 CFR Part 229 *et seq.*

1. **General Restrictions.** To use the Services, You must (i) have at least one account at or associated with Tompkins and access to Internet service, (ii) maintain a valid e-mail address and agree to accept (and not block, opt out or unsubscribe from receiving) e-mail notifications and correspondences related to Tompkins’ provision of the Services, (iii) duly execute an Internet Banking Enrollment Form, and (iv) be approved by Tompkins, in Tompkins’ sole discretion, to access the Internet Banking System. Tompkins may revoke Your authorization to use the Internet Banking System or the Services at any time and without notice, for security reasons or for any other reason, in Tompkins’ sole discretion.

2. **The Administrator and Authorized Users.** The “Administrator” is the person designated as such by You on Your Internet Banking Enrollment Form. The Administrator shall be authorized to use the Internet Banking System solely for the Services requested by You and approved by Tompkins for Your use, and to establish and maintain the access levels and functional authority of all other Authorized User(s), as defined hereinafter, of You. An “Authorized User” shall include the Administrator and any other person whom You designate as an “Authorized User” on Your Internet Banking Enrollment Form and any person later designated as such pursuant to a written request from the Administrator delivered to Tompkins unless and until the Administrator delivers a written request to Tompkins stating that such person shall be removed as an Authorized User. You may replace the Administrator with another person by providing to Tompkins evidence sufficient, in Tompkins’ sole discretion, to show that You have duly authorized such an action.

3. **Account Access and Security.**
 - a. In connection with Your execution of an Internet Banking Enrollment Form (as required to use the Services), You will be asked to select a login identification (“ID”). Tompkins will

issue to the Administrator, and may issue to any other Authorized User(s), a temporary password, by e-mail, in order for You to access the Internet Banking System.

- b. If any password for any login ID of an Administrator or Authorized User is entered incorrectly three (3) consecutive times, Tompkins may revoke Your access to that login ID or take such other action as Tompkins determines to be appropriate in its sole discretion. To re-establish access to any login ID, the Administrator must initiate a reset of the password via the login screen or contact Tompkins to obtain a new temporary password.
 - c. You understand the importance of protecting the security of any login IDs and passwords and accept full responsibility for the confidentiality and security of any login ID and password of the Administrator and of any other Authorized User. Any advice or requirements for such login IDs or passwords provided by Tompkins or any other party shall not constitute any representation or warranty of Tompkins with respect to the security of such login IDs or passwords.
 - d. Tompkins may, but is not required to, elect to verify the authenticity or content of any instruction or action made by You through the Internet Banking System. If Tompkins is unable to verify an instruction to its satisfaction, it may reject the instruction in its sole discretion.
 - e. Tompkins is authorized to rely on instructions received from and actions made by any person using the login ID and password of the Administrator or, as applicable, of an Authorized User. The instructions received from and actions taken by any person using such a login ID and password shall be deemed effective as if made by someone authorized to act on behalf of You, and You agree that Tompkins will not be responsible for any loss that results from such instructions that Tompkins receives from or other actions taken by such persons as if someone authorized to act on behalf of You had provided such instructions or had taken such actions.
 - f. You shall notify Tompkins promptly if You have knowledge of or suspect (i) any unauthorized use of the access device, login ID and password of the Administrator or of any other Authorized User, or (ii) that the security of any such login ID and/or password has otherwise been compromised in any way.
 - g. Tompkins reserves the right to terminate or revoke Your access to the Internet Banking System or any Services at any time and/or to impose any additional terms and conditions on Your access to and use of the Internet Banking System and the Services, for any reason deemed appropriate by Tompkins in its sole discretion, including without limitation any prolonged period of inactivity, unauthorized use of any login ID or password of Your administrator or other Authorized User, or concern with the security of a login ID or password or any of Your accounts or the Internet Banking System.
4. **Availability.** So long as You are authorized to access the Internet Banking System, You may do so seven (7) days a week and twenty-four (24) hours a day in accordance with the terms of these Terms and Conditions; provided, however, that not all of the Services will be available at all times and Your access to the Internet Banking System may, from to time, be generally unavailable for system maintenance or because of other technical issues. Transfers between different accounts of Yours with Tompkins submitted after 7:00 p.m., Bill Pay requests submitted after 4:00 p.m., wire transfers submitted after 1:00 p.m. and all other transaction requests submitted after 3:00 p.m. will be considered submitted on the next Business Day, as hereinafter defined, that Tompkins is open. For purposes of these Terms and Conditions, "**Business Day**" shall mean every day that is not a Saturday, Sunday or a federal holiday.

5. **Services Offered.** The Services provided under these Terms and Conditions to You include, but are not limited to and are subject to change without notice to You, (i) the ability to view the balance of Your accounts with Tompkins, (ii) the ability to view account transaction histories, (iii) the ability to transfer funds between Your different accounts with Tompkins, (iv) the ability to order checks, (v) the ability to make stop payment requests, (vi) the ability to view images of cleared checks for a minimum of ninety (90) days, (vii) the ability to change Your address, (viii) Internet bill payment services if You have a checking account with Tompkins, and (ix) any and all optional cash management and other Services made available by Tompkins from time to time, which You have selected and for which You have been approved and authorized by Tompkins to use, including without limitation Automated Clearing House (“ACH”) credit and debit originations, wire transfer requests and additional security features and controls. All optional ACH and wire transfer services provided by Tompkins are subject to assigned daily limits and approval by Tompkins, in its sole discretion. Whenever You use any optional cash management Services, You agree to utilize fully all security features and controls available under the optional cash management Services, but Tompkins does not provide any warranty for such security features and controls in any way and Your use of such security features and controls shall not affect any obligation You have under these Terms and Conditions.
6. **Stop Payments and Cancellations.** Any stop payment request submitted via the Internet Banking System for a check written on an account of Yours must be confirmed by notice by means set forth in the Prior EFT Disclosures within fourteen (14) days or such stop payment request shall expire and be of no further effect. To cancel a scheduled bill payment using the Internet bill payment services included in the Services, You must cancel the payment online no later than 3:00 p.m. on the date the payment is scheduled to be made. You cannot cancel a bill payment once it has been debited from an account of Yours. If the payment is made by paper draft, You *might* be able to stop the payment by calling the Internet Banking Department of Tompkins before the draft has cleared. In order for Tompkins to determine if payment *might* be stopped, You must clearly identify the payment by providing the payee, the payee assigned account number (if any), the amount, the scheduled date of the payment, and/or the Internet banking identification number assigned for the payment.
7. **ACH Originations.**
- a. Tompkins will transmit and process ACH debits and credits in accordance with the rules of the National Automated Clearing House Association (“NACHA”) as currently in effect and as amended from time to time (the “Rules”). You shall be bound by and comply with the Rules as well as the provisions of these Terms and Conditions. A copy of the Rules may be obtained from the web site of the NACHA. ACH submissions by You are also subject to all applicable laws, rules and regulations, including but not limited to those promulgated by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”). You represent and warrant that You are not on OFAC’s list of Specially Designated Nationals and Blocked Persons (“SDN List”), and that You shall not engage in transfers to, from, or on behalf of, any party on the SDN List.
- b. In the case of a credit entry subject to Uniform Commercial Code (“UCC”) Article 4A, Tompkins will provide You with notice of the following:
- (i) the entry may be transmitted through the ACH;
 - (ii) Your rights and obligations concerning the entry shall be governed by and construed in accordance with the laws of the State of New York, unless You and Tompkins have agreed that the laws of another jurisdiction shall govern Your rights and obligations;

- (iii) credit given by the receiving depository financial institution (“RDFI”) to the recipient authorizing the transaction (“Receiver”) for the entry as provided in UCC Article 4A, subsection 4.4.1 (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of UCC Article 4A; and
 - (iv) if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and You will not be considered to have paid the amount of the credit entry to the Receiver.
- c. Before initiation of an ACH credit or debit to the account of a “Consumer”, which shall mean the person whose account is being credited or debited by You, You will obtain written authorization from the Consumer to make such entries to the Consumer’s account. In the case of ACH debits, You shall provide the Consumer with a copy of the authorization as required by the Rules. You will retain the original or a copy of the authorization and will furnish such authorization to Tompkins upon request of Tompkins. Before initiation of ACH credits or debits to the Consumer’s account, You will also send pre-notification in the appropriate format, within the time limits prescribed in the Rules or by Tompkins. If You receive notice that a pre-notification or ACH entry has been rejected by the receiving financial institution, You will not submit further entries until the cause for rejection has been corrected and another pre-notification has been submitted and accepted within the prescribed time limits. In the event that You initiate or are scheduled to initiate credit entries to a Consumer’s account at least once every sixty (60) days, including but not limited to credit entries representing the payment of salary or wages to the accounts of the Consumer’s employees, You shall furnish to each such Consumer a detailed statement and notice that the electronic credit entry has been initiated no later than the day said Consumer’s account is due to be credited by Tompkins. Should You wish to change the amount or date of billing of an electronic debit entry in respect of any Consumer, You shall mail or deliver written notice to the Consumer at least ten (10) days before such electronic debit entry is to take place, advising the Consumer as to the amount and the scheduled date of the electronic debit entry; provided, however, should You inform a Consumer of his/her right to receive notice of all electronic debit entries varying in amount and the Consumer elects to receive such notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit entry differs from the most recent electronic debit entry by more than an agreed upon amount (which shall in all respects be reasonable), then You shall mail or deliver written notice to the Consumer in accordance with such election. Notice of change in the date of billing of an electronic debit entry, however, shall be mailed or delivered to the Consumer under all circumstances. You shall comply strictly with the provisions of this paragraph. You understand that Tompkins will be relying upon such agreement and compliance in order that Tompkins may comply with federal and state laws and regulations with respect to electronic fund transfers.
- d. You will prepare and submit all ACH credit and/or debit entries in accordance with the time schedule provided by Tompkins. You will be responsible for the correctness both as to content and to form of all entries submitted. If Tompkins determines that any information cannot be processed for any reason, Tompkins will notify You. You will correct the information as required and re-submit the information to Tompkins in accordance with the schedule provided by Tompkins.

- e. You will maintain a demand deposit account ("Deposit Account") with Tompkins. All ACH credit and debit entries are provisional and Tompkins may charge or credit Your Deposit Account for any returned or rejected entries. You will maintain an available balance sufficient to cover all ACH transactions submitted. If Tompkins processes any transactions submitted by You for which it has not received full settlement, the amount of such transaction shall become immediately due and payable by You to Tompkins, and Tompkins shall have the right to charge that amount to any account of Yours with Tompkins, or to receive an immediate and full refund from You.
- f. If You use the Internet Banking System to send ACH formatted files, You will provide the effective date of the file, the number of transactions in the file, and the total dollar amount of the file, in the manner and format prescribed by Tompkins.
- g. If You discover that any entry You have initiated was in error, You may notify Tompkins of such error and Tompkins will utilize commercially reasonable efforts on behalf of You, consistent with the Rules, to correct the entry. Additional fees may apply for reversals and transactions originated by Tompkins on Your behalf to correct such errors. In all such cases, it shall be Your responsibility to notify Your affected Consumers in writing, prior to the time the correcting entry is transmitted, that an entry has been made which is at variance with the Consumer's authorization or is otherwise erroneous and the reason for the correction that is to be made.
- h. In the event that a Consumer alleges an "error" as that term is defined in Section 205.11(a) of Federal Reserve Board Regulation E, You shall provide to Tompkins all documents and information in Your possession or control and all other assistance requested by Tompkins in a timely fashion in order to permit Tompkins to fulfill its obligations, if any, under Section 205.11 of Federal Reserve Board Regulation E.
- i. You understand and agree that Your ACH transactions are subject to pre-approved exposure limits, and that transactions in excess of such exposure limits may be rejected. In addition, certain types of ACH transactions (including, without limitation, certain international transactions) may be restricted or prohibited.
- j. Tompkins retains the right to terminate or suspend Your ability to initiate ACH transactions if it suspects, in its sole discretion, that You have breached, or there is a threat that You will breach, the Rules. You agree that Tompkins has the right to audit Your compliance with the Rules, these Terms and Conditions, and any additional agreements You and Tompkins make with respect to your initiation of ACH transactions. These audit rights shall also apply to any Third-Party Senders (as defined in the Rules) engaged by You, and you agree to cause such Third-Party Senders to cooperate with Tompkins in the event of such an audit.

8. Wire Transfer Requests.

- a. Wire transfer requests submitted by You are subject to all applicable laws and regulations of the United States of America, including but not limited to the Patriot Act and OFAC, and all applicable laws and regulations of the State of New York. You represent and warrant to Tompkins that You are not on the SDN List, and that You shall not engage in transfers to, from, or on behalf of, any party on the SDN List.
- b. Tompkins provides for dual control of wire transfer submissions, whereby authorizations from two of Your Authorized Users are required in order to submit wire transfer requests, and further controls that require positive verification of wire transfer amounts by the

second party prior to submission. You agree that these are commercially reasonable and acceptable security controls and You further agree to implement these controls for wire transfer submissions.

- c. You understand that the numbers assigned to banks and to the accounts of recipients are critical to the transfer function. If You make an error in providing such numbers, the error may cause the transfers to be made through the bank or account specified by the provided routing or account number, rather than the named or intended bank or recipient. You will be responsible for the full amount of the transfer in any such case and Tompkins will not be responsible for any error made by You.
 - d. You may ask Tompkins to amend or cancel requested transfers and Tompkins agrees to use commercially reasonable efforts to honor such requests if they are received in a time and in a manner that gives Tompkins a reasonable opportunity to act on the request before the transfer has completed. If You ask Tompkins to attempt recovery of funds that have already been transferred, Tompkins shall be under no obligation to do so unless and until You deposit with Tompkins, or provide other assurance of payment satisfactory to Tompkins, an amount determined in good faith by Tompkins to approximate the costs and expenses, including attorney fees, which Tompkins may incur in attempting to recover the funds. Upon such deposit or satisfactory assurance, Tompkins will take such actions as it deems reasonable, in its sole discretion, to attempt recovery. In no event shall Tompkins be deemed to guarantee or otherwise assure successful recovery of the funds in full or in part, nor to have accepted responsibility for any amount transferred before Tompkins received and had reasonable time to act on a request to amend or cancel the transfer.
 - e. If You request a transfer of funds in any currency other than US Dollars, Tompkins will convert the currency at Tompkins' current exchange rate for the specified currency. If any funds are returned to You in any currency other than US Dollars, Tompkins will convert the funds based on Tompkins' exchange rate for that currency at the time of return. If Tompkins does not have exchange rates for the currency involved, Tompkins will use its commercially reasonable efforts to have the currency converted promptly through reasonable commercial and/or banking channels, and You will pay a reasonable fee to Tompkins for such services. In no event shall Tompkins be liable for any losses resulting from currency conversions effected by Tompkins in good faith, within a reasonable time after receiving the funds for conversion.
 - f. You shall pay all charges that Tompkins may impose for transfers made under this Section 8 and that Tompkins may incur for following related instructions. You shall also reimburse Tompkins for any expenses incurred by Tompkins in carrying out Your instructions or requests.
9. **Sufficient Funds.** You agree to maintain sufficient funds in Your accounts with Tompkins to cover any transfers or payments or other debits initiated through the Internet Banking System.
10. **Disclaimer of Warranties.**
- a. TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, TOMPKINS IS PROVIDING THE SERVICES AND THE INTERNET BANKING SYSTEM "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, FOR THE INTERNET BANKING SYSTEM OR FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.

- b. TOMPKINS RESERVES THE RIGHT TO MODIFY, AMEND, REVISE, UPDATE, SUPPLEMENT, REPLACE OR CHANGE THE INTERNET BANKING SYSTEM, THE SERVICES, THESE TERMS AND CONDITIONS, AND/OR THE INFORMATION AND MATERIALS PROVIDED THEREUNDER FROM TIME TO TIME, BUT IS UNDER NO OBLIGATION TO DO SO.
 - c. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY SECURITY, TECHNICAL OR SIMILAR REQUIREMENTS, GUIDANCE OR ADVICE PROVIDED BY TOMPKINS, DIRECTLY OR INDIRECTLY, AND RELATING TO YOUR USE OF THE SERVICES AND/OR YOUR ACCESS TO THE INTERNET BANKING SYSTEM, SHALL NOT SERVE AS A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, OF THE SECURITY OF (i) THE INTERNET BANKING SYSTEM, (ii) YOUR USE OF THE SERVICES, OR (iii) YOUR ACCOUNT(S) WITH TOMPKINS, GENERALLY OR SPECIFICALLY WITH RESPECT TO THE LOGIN ID AND PASSWORD OF THE ADMINISTRATOR OR OF ANY OTHER AUTHORIZED USER. YOU ACKNOWLEDGE AND AGREE THAT TOMPKINS IS NOT RESPONSIBLE FOR ANY LOSS OR LOSSES RESULTING FROM YOUR USE OF THE SERVICES AND THE INTERNET BANKING SYSTEM EXCEPT TO THE EXTENT ANY SUCH LOSS OR LOSSES ARE ATTRIBUTABLE TO THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF TOMPKINS.
 - d. TOMPKINS IS NOT RESPONSIBLE FOR THE CONTENTS, AVAILABILITY, SUITABILITY OR SECURITY OF ANY THIRD PARTY PRODUCT, SERVICE OR RESOURCE THAT MAY FROM TIME TO TIME BE IDENTIFIED, REFERENCED OR MADE AVAILABLE AS PART OF THE SERVICES OFFERED BY TOMPKINS AND/OR ANY THIRD PARTY WEBSITE THAT MAY BE ACCESSIBLE VIA THE INTERNET BANKING SYSTEM. YOU HEREBY ACKNOWLEDGE AND AGREE THAT TOMPKINS MAKES SUCH THIRD PARTY PRODUCTS, SERVICES, RESOURCES AND/OR WEBSITES AVAILABLE OR ACCESSIBLE "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY OR ENDORSEMENT BY TOMPKINS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT TOMPKINS SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON ANY SUCH PRODUCT, SERVICE OR RESOURCE, OR THE CONTENT, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE AT, FROM OR THROUGH ANY SUCH OTHER WEBSITE.
11. **Limitation of Liability.** You will tell us at once if you believe your access device has been lost or stolen, or of any circumstances in which you believe or reasonably should believe that the security of your account is at undue risk. Limitations on your liability are governed by the time limitations and amounts set forth in our Prior EFT Disclosures.
12. **Indemnification.** Except as set forth herein or as limited by the Prior EFT Disclosures, You agree to indemnify Tompkins, and all of its officers, directors, managers, members, employees, agents, representatives, successors and assigns against, and hold Tompkins, and all of its officers, directors, managers, members, employees, agents, representatives, successors and assigns harmless from, any and all claims, debts, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including court costs and attorneys' fees), directly or indirectly resulting from Your failure to comply with these Terms and Conditions, any other

agreement You have with Tompkins, the Rules, and any agreement You have with a third party, including, but not limited to, a Consumer as defined in Section 7, and/or any applicable law, rule or regulation.

- 13. Release.** YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU ARE USING THE INTERNET BANKING SYSTEM AND THE SERVICES AT YOUR OWN RISK, AND, SUBJECT TO THE LIMITATIONS CONTAINED IN THE PRIOR EFT DISCLOSURES, YOU HEREBY RELEASE TOMPKINS AND ITS AFFILIATES (AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL, CONSEQUENTIAL AND OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) YOUR ACCESS TO AND USE OF THE INTERNET BANKING SYSTEM, (ii) YOUR USE OF ANY SERVICES; OR (iii) ANY DEFICIENCY, ERROR, LACK OF AVAILABILITY OR INTERRUPTED AVAILABILITY, OR CLAIM OR DAMAGES OF ANY KIND, ARISING FROM YOUR ACCESS TO AND USE OF (OR INABILITY TO ACCESS AND USE) THE INTERNET BANKING SYSTEM AND/OR THE SERVICES; PROVIDED, HOWEVER, THAT YOU DO NOT RELEASE TOMPKINS FROM ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM TOMPKINS' NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS.
- 14. Time Zone.** Any time stated in these Terms and Conditions shall mean such time at Eastern Standard Time or Eastern Daylight Time, as applicable in Ithaca, New York, United States of America.
- 15. Termination.** Tompkins may terminate these Terms and Conditions, with or without cause, at any time; provided, however, these Terms and Conditions shall continue to be in full force and effect for all electronic entries initiated by You prior to the termination of these Terms and Conditions and any provision of these Terms and Conditions which may reasonably be interpreted or construed as surviving the termination of these Terms and Conditions, including without limitation Sections 9, 10, 11, 12, 13, 15, 16, 17, 18, 21 and 22 of these Terms and Conditions, shall survive such termination of these Terms and Conditions for any reason whatsoever.
- 16. Financial Review; Audit and Investigation.** You understand that Tompkins may, in accordance with its internal operating policies, conduct reviews of Your financial situation to determine the credit risk that You present to Tompkins with respect to Your use of the Internet Banking System in accordance with these Terms and Conditions. In connection with such reviews (which may include a review of Your accounts with Tompkins), You agree that, upon the request of Tompkins, You shall provide Tompkins with Your most recent quarterly and annual financial statements and/or federal and state income tax returns for review by Tompkins. Based upon such review Tompkins may in its sole discretion determine whether You remain eligible to use any or all of the Services, and if Tompkins so determines that You are not so eligible, then Tompkins may, in its sole discretion and upon written notice to You, remove or suspend Your access to any of the Services or terminate these Terms and Conditions immediately. In addition, upon the occurrence of any event of unauthorized use of any login ID or password of the Administrator or any Authorized User, or any other unauthorized access of one or more of Your accounts, or any loss therefrom, You acknowledge and agree that Tompkins, itself or through its authorized representative(s), may (but shall no obligation whatsoever to) conduct an audit or investigation of Your Internet banking practices, security procedures and protocols, and You hereby agree to provide Tompkins with access to Your facilities, equipment and personnel for purposes of enabling Tompkins to identify the cause(s) or potential cause(s) of such unauthorized access, loss or other security breach.

17. **Entire Agreement; Amendment.** These Terms and Conditions set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersede any and all prior agreements or understandings between the parties except as specified herein. Tompkins has the right to make changes to these Terms and Conditions, from time to time, and will notify you in advance of any such changes to the extent required by law.
18. **Waiver.** No delay or failure by Tompkins to exercise any right, remedy or power hereunder shall impair the same or be construed as a waiver thereof. The waiver by Tompkins of a breach by You of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach or any other obligation you may have to Tompkins.
19. **Force Majeure.** Nonperformance by Tompkins shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where such failure to perform is beyond the control of Tompkins.
20. **Headings.** Headings used in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the provisions contained herein or in any way affect these Terms and Conditions.
21. **Severability.** In the event that any provision of these Terms and Conditions shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.
22. **Governing Law; Jurisdiction.** These Terms and Conditions shall be governed by and construed under the laws of the State of New York, without reference to the conflict of laws principles thereof. The parties hereby irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to these Terms and Conditions or the transactions referenced herein shall be litigated only in courts having situs within Tompkins County, New York. In connection therewith, the parties hereby consent and submit to the jurisdiction of any local, state or federal court located within said county and state and hereby waive any right the parties may have to transfer or change the venue of any such litigation.