

# MasterCard® Debit Card Agreement

## Alden State Bank

### 1. **Meaning of some words.** In this agreement:

- a. “We,” “us,” “our” and “ours” mean Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238;
- b. “You” and “your” mean any individual in the name of whom we have issued or issue an unexpired MasterCard® debit card tied to a deposit account with us open in his or her name, whether alone or also in the name of someone else, and established primarily for personal, family or household purposes;
- c. “Your card” means that MasterCard® debit card;
- d. “Your checking account” means any NOW, money market checking or other checking account with us to which your card is tied;
- e. “Your savings account” means any statement savings or other interest-bearing deposit account (other than a NOW or money market checking account) with us to which your card is tied;
- f. “Your personal identification number” means the personal identification number that has been or is assigned to you or has been or is chosen by you for use with your card;
- g. “Purchase” means any transaction that the MasterCard® network treats as a purchase (for example, a purchase or rental of goods or services);
- h. “MasterCard® merchant” means anyone who or that honors MasterCard® cards for purchases; and
- i. “MasterCard® financial institution” means any financial institution that honors MasterCard® cards for withdrawals from checking accounts to obtain cash.

**2. Personal identification number.** Before your card may be used at any electronic facility covered by this agreement, your personal identification number must be assigned to you or chosen by you. It is not advisable for you to choose any easily determinable number, such as your birth date, house number or telephone number, as your personal identification number. You must not allow anyone else to have your personal identification number unless you authorize him or her to use your card in any way described in Section 4. You must keep your personal identification number confidential and must not write it on your card or keep it with your card. For reasons of security, we may render your personal identification number ineffective.

**3. Your responsibility for transactions.** You must not allow anyone else to have your card or the number of your card unless you authorize him or her to use your card or the number of your card in any way described in Section 4. Except to the extent prohibited by applicable law, you will be responsible for and bound by each transaction that anyone else you allow to have your card, your personal identification number or the number of your card makes by the use of your card or the number of your card in any way described in Section 4, and the transaction will be covered by this agreement as though you had made it.

**4. Types of transactions.** Subject to the provisions of this agreement, your card may be used, together with your personal identification number, at electronic facilities covered by this agreement to:

- a. Make a withdrawal from your checking account or your savings

account;

- b. Make a deposit in your checking account or your savings account;
- c. Make a transfer from your checking account to your savings account or vice versa;
- d. Make a transfer from your checking account to pay for a purchase at a MasterCard® merchant; and
- e. Find out the balance of your checking account or your savings account.

Not all those transactions may be made at all electronic facilities covered by this agreement. Also, subject to the provisions of this agreement:

- a. Your card may be used by presenting it in person, and the number of your card may be used by giving it by mail, telephone or computer or in any other way, to make a transfer from your checking account to pay for a purchase at a MasterCard® merchant without the use of an electronic facility; and
- b. Your card may be used by presenting it in person to make a withdrawal from your checking account to obtain cash at a MasterCard® financial institution without the use of an electronic facility.

**5. Electronic facilities covered by agreement.** Electronic facilities covered by this agreement include automated teller machines owned by us and automated teller machines, point-of-banking terminals and point-of-sale terminals in networks of shared electronic facilities in which we directly or indirectly participate. If your card is used in a transaction at a point-of-banking or point-of-sale terminal with the assistance of an operator such as a retail store clerk, the operator will act as your agent in the transaction.

**6. Time of information.** When your card is used at any electronic facility covered by this agreement to inquire as to the balance of your checking account or your savings account, the information will generally, but not necessarily, be as of a time no earlier than the start of our most recent business day beginning before the date the inquiry is made.

**7. Prohibition of certain transactions.** Neither your card nor the number of your card may be used for any prohibited or unenforceable transaction (for example, an illegal gambling transaction), but, if it is, you give up any claim that the transaction should not have been charged against your checking account or your savings account on the ground that the transaction was prohibited or unenforceable, and you must pay each liability and expense (for example, attorney's fees and other legal expenses) that is incurred by, imposed on or asserted against us or the MasterCard® network as a result of the transaction.

**8. Limitations on transactions.** There are limitations on the use of your card in transactions at electronic facilities covered by this agreement or the use of your card or the number of your card at MasterCard® merchants and MasterCard® financial institutions without the use of an electronic facility. Limitations on the dollar amount of the transactions are described generally in the schedule accompanying this agreement, although, for reasons of security, there may be aspects of the limitations (for example, when a day begins for purposes of the limitations) that we are not disclosing. Also, for reasons of security, we may refuse to complete any transaction made by the use of your card at any electronic facility covered by this agreement or the use of your card or the number of your card at any MasterCard® merchant or MasterCard® financial institution without the use of an electronic facility. For example, we may do so if the transaction appears to us to be fraudulent or erroneous or the types,

dollar amounts or frequency of transactions made by the use of your card at electronic facilities covered by this agreement or the use of your card or the number of your card at MasterCard® merchants and MasterCard® financial institutions without the use of an electronic facility indicates to us that your card, your personal identification number or the number of your card may have been lost or stolen or that the transactions may have been made by the use of your card or the number of your card without your authorization.

## **9. Fees.**

a. You must pay us each fee we impose for your card or any transaction made by the use of your card or the number of your card, which will be in addition to the fees applicable to your checking account, your savings account or any other deposit account you have with us now or in the future. We may charge the fee against your checking account, your savings account or any other deposit account you have with us now or in the future. Each fee we impose for your card or any transaction made by the use of your card or the number of your card is described in the schedule accompanying this agreement.

b. When you use an automated teller machine not owned by us to initiate a transaction described in the first sentence of Section 4, you may be charged a fee by the operator of the automated teller machine or the network used for the transaction. For example, if the transaction is an inquiry to find out the balance of your checking account or your savings account, you may be charged a fee by the operator or the network.

**10. Receipts.** A receipt will be issued in connection with each completed transaction in an amount greater than \$15 made by the use of your card at any electronic facility covered by this agreement or the use of your card or the number of your card at any MasterCard® merchant or MasterCard® financial institution without the use of an electronic facility. If there is a conflict between the receipt and our records concerning the transaction, our records will control.

**11. Statements.** Approximately once a month, we will send you or otherwise make available to you a statement for your checking account and a statement for your savings account. Any statement for your checking account or your savings account that we send you or otherwise make available to you will show all transactions credited to or charged against the account during the monthly period covered by the statement.

**12. Crediting and charging.** We will not have to credit your checking account or your savings account in connection with any transaction made by the use of your card at any electronic facility covered by this agreement until the end of our first business day after our business day on which the transaction is made. Also, if any cash or check or other document was to be inserted in the electronic facility in connection with the transaction, we will not have to credit the account in connection with the transaction until we verify that that was done. We may charge your checking account or your savings account in any order convenient to us for withdrawals and transfers from it regardless of the ways the withdrawals and transfers are made.

**13. Obtaining more money than is available for withdrawal.** If any amount of money obtained in any transaction made by the use of your card or the number of your card is to be withdrawn from your checking account or your savings account but exceeds the amount of money available for withdrawal from the account, you must, unless we lend the excess under any line of credit account or other overdraft facility with us to which the account is tied, immediately pay us the excess and any charge we impose for making the excess available and not use or allow the use of your card

or the number of your card until we have been paid the excess and the charge. If we hire an attorney who is not a salaried employee of ours to bring a lawsuit to collect any of the excess or any of the charge, you must pay us the attorney's fee and all other legal expenses we pay in connection with the collection.

**14. Business days.** Our business days are Monday through Friday, excluding legal holidays.

**15. Notice of loss, theft, unauthorized use or error.** If you believe that your card, your personal identification number or the number of your card has been lost or stolen, that any transaction involving your checking account or your savings account may have been or may be made by the use of your card or the number of your card without your authorization or that we may have made an error with respect to your checking account or your savings account, you must contact our Operations Area at once. You may do so by telephoning 716-937-3381 during our business hours and asking for our Operations Area, telephoning 800-528-2273 outside our business hours or writing Alden State Bank, 13216 Broadway, P.O. Box 238, Alden, NY 14004-0238, Attention: Operations Area.

**16. Your liability for unauthorized use.**

a. You may have to bear (subject to limitations under federal law or the rules of the MasterCard® network) as much as \$50 of the loss of money taken from your checking account or your savings account in any transaction or series of related transactions made by the use of your card or the number of your card without your authorization at a MasterCard® merchant or MasterCard® financial institution without the use of an electronic facility. But you will not have to bear any of the loss occurring after we are notified that your card, your personal identification number or the number of your card has been lost or stolen or that there are circumstances indicating that a transaction involving your checking account or your savings account has been or may be made by the use of your card or the number of your card without your authorization.

b. You may have to bear (subject to limitations under the rules of the MasterCard® network) the loss of money taken from your checking account or your savings account in any transaction or series of related transactions made by the use of your card without your authorization and not covered by the first paragraph of this section. How much of the loss you will have to bear will depend on when we are notified that your card, your personal identification number or the number of your card has been lost or stolen or that there are circumstances indicating that a transaction involving your checking account or your savings account has been or may be made by the use of your card or the number of your card without your authorization. If we are notified within two of our business days after the date you learn of the loss, theft or possible unauthorized transaction, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss. If we are not notified within those two business days and we can show that we could have stopped the taking of the money had we been notified during those two business days, you will have to bear (subject to limitations under federal law) as much as \$500 of the loss. In addition to any loss you must bear under the two preceding sentences, if any statement for your checking account or your savings account that we send you or otherwise make available to you shows any transaction made by the use of your card or the number of your card without your authorization, we are not notified of the unauthorized transaction within 60 days after the date we send you the statement or otherwise make it available to you and we can show that we could have stopped the taking of the money had we been notified of the unauthorized transaction during those 60 days, you will have to bear (subject to limitations under federal

law) all of the loss occurring after the end of those 60 days and before we are notified of the unauthorized transaction. For a good reason (such as a long trip or hospital stay by you), we will extend the periods of two of our business days and 60 days referred to in this section for a reasonable time.

**17. Our liability for failure to complete transactions.** With exceptions, we will be liable to the extent provided by applicable law for damages you suffer as a result of our failure to complete, on time and in the correct amount, any properly initiated transaction described in clause (a), (b), (c) or (d) of the first sentence of Section 4 or in the third sentence of Section 4. If the transaction is to take place at an electronic facility, it will not be properly initiated unless:

- a. All information required from the individual initiating it to complete it is properly communicated by that individual to the electronic facility; and
- b. It is not subject to any limitation referred to in Section 8.

If the transaction involves the use of your card or the number of your card at a MasterCard® merchant or MasterCard® financial institution without the use of an electronic facility, the transaction will not be properly initiated unless:

- a. The MasterCard® merchant or MasterCard® financial institution honors your card or the number of your card;
- b. All information required from the individual initiating the transaction to complete it is properly communicated by that individual to the MasterCard® merchant or MasterCard® financial institution; and
- c. The transaction is not subject to any limitation referred to in Section 8.

Examples of exceptions to our liability are as follows:

- a. Before the transaction is charged against or credited to whichever of your checking account and your savings account is an account against which the transaction is to be charged or to which the transaction is to be credited, the right to use your card is canceled or suspended or the account is closed;
- b. When the transaction is processed or is to be charged against or credited to whichever of your checking account and your savings account is an account against which the transaction is to be charged or to which the transaction is to be credited, we in good faith believe that the order to make the transaction was given without your authorization (for example, because your card, your personal identification number or the number of your card has been reported as lost or stolen) or is fraudulent;
- c. The transaction is for the purpose of making a withdrawal or transfer from your checking account or your savings account and, through no fault of ours, when the transaction is processed or is to be charged against the account, the amount of the transaction exceeds the amount of money available for withdrawal from the account (taking into consideration (i) the amount of each purchase by which the amount of money available for withdrawal from the account is reduced by the MasterCard® merchant involved in the purchase pending completion of the purchase because your card or the number of your card is presented as an anticipated method of payment in the purchase and (ii) if the account is tied to a line of credit account or other overdraft facility with us, the amount of credit available under the line of credit account or other overdraft facility);
- d. The transaction is for the purpose of making a withdrawal or

transfer from your checking account or your savings account and, when the transaction is processed or is to be charged against the account, money in the account is subject to any legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution) or administrative hold restricting its removal from the account, is collateral for a loan or other extension of credit or is the subject of a dispute or legal proceeding;

e. An occurrence beyond our control (for example, a fire, flood, failure or malfunction of any computer or telecommunications equipment or service, act of war or terrorism or governmental action or inaction) prevents us from completing the transaction despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to complete the transaction despite the occurrence;

f. The transaction is for the purpose of making a withdrawal from your checking account or your savings account at an electronic facility and the electronic facility is out of cash or is not dispensing in a single transaction as much cash as it sought in the transaction;

g. The transaction is to take place at an electronic facility and, when the transaction is initiated, the electronic facility is unavailable because maintenance work is being performed on it;

h. The transaction is to take place at an electronic facility, we are prevented from completing the transaction by a technical malfunction and, when the transaction is initiated, the individual initiating it knows that the electronic facility is not functioning properly; and

i. Our failure to complete the transaction is justified by any provision of this agreement, by any provision of any other agreement between you and us concerning your checking account, your savings account, any line of credit account or other overdraft facility with us to which your checking account is tied or transfers to or from any of the accounts or the other overdraft facility or by applicable law.

If we are liable for damages you suffer as a result of our failure to complete the transaction on time and in the correct amount, we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error.

**18. Our nonliability.** We will not be liable if any MasterCard® merchant fails to honor your card or the number of your card for a purchase or any MasterCard® financial institution fails to honor your card for a withdrawal from your checking account to obtain cash. We will not be liable for any claim by you against any MasterCard® merchant relating to the quality of any property or service involved in any purchase at that MasterCard® merchant paid for by the use of your card or the number of your card, and you must resolve the claim directly with that MasterCard® merchant.

**19. Disclosure.** In the regular course of our business, we may disclose information concerning your checking account or your savings account or any transaction involving the account:

a. In any receipt issued in connection with the transaction;

b. As necessary to complete the transaction or to resolve any error or dispute concerning the transaction;

c. In any statement for the account that we send or otherwise make available;

d. To someone in whose name the account is open;

- e. In accordance with the written permission of someone in whose name the account is open;
- f. To verify the existence and condition of the account or to report our experience concerning the account to a third party such as another financial institution, a credit reporting agency or a merchant;
- g. To any affiliate of ours for the purpose of offering or providing any other product or service to you;
- h. To any agent, contractor or vendor of ours for the purpose of providing any service to us in the regular course of our business or completing marketing activities of ours (for example, a party providing any service to us in connection with your card); and
- i. To comply with any order of any court or other governmental body or otherwise as required or allowed by applicable law.

**20. Cancellation or suspension.** We may cancel or suspend the right to use your card and the number of your card. The cancellation or suspension will take effect immediately unless we decide to have it take effect later. Notwithstanding the cancellation or suspension, we may process any transaction made by the use of your card or the number of your card. The cancellation or suspension will not affect any of your obligations under this agreement. If you learn that we have canceled the right to use your card and the number of your card, you must stop using and prohibit further use of your card and the number of your card, cut your card in half and, if we ask you to do so, return your card to us. If you learn that we have suspended the right to use your card and the number of your card, you must stop using and prohibit further use of your card and the number of your card while the suspension remains in effect.

**21. Card is our property.** Your card is and will remain our property and must be cut in half and returned to us if we ask you to do so. We or anyone acting for us may keep your card if it is used after we have asked you to return it to us or the right to use it has been canceled or suspended. For example, if it is used at any electronic facility covered by this agreement after the right to use it has been canceled or suspended, it might not be given back.

**22. Reasonable time to act.** A reasonable time for us to act on any information, notice, order or other communication or document received by us will not end until at least the close of business on our first business day after our business day we receive the information, notice, order or other communication or document.

**23. Notices.** Any notice or other communication or document concerning this agreement, your card or any transaction made by the use of your card or the number of your card that we send you may be sent in any way not prohibited by applicable law (including electronic mail). If sent by mail, the notice or other communication or document may be sent to your current mailing address shown in our records concerning your card and may be sent by regular mail. Except as otherwise provided in this agreement or by applicable law:

- a. Any notice or other communication or document concerning this agreement, your card or any transaction made by the use of your card or the number of your card that we send you will take effect when we send it; and
- b. Any notice or other communication or document concerning this agreement, your card or any transaction made by the use of your card or the number of your card that you send us must be in writing and sent by mail or courier to our address shown in clause (a) of Section 1 or any other

address we specify and will not take effect until we receive it and have a reasonable time to act on it.

**24. Financial and other information.** If the address of your residence, your mailing or electronic mail address or your employer changes or if there is any unfavorable change in your financial condition, you must promptly notify us in writing of the change. Whenever we ask you to do so, you must submit to us a financial statement in a form satisfactory to us.

**25. Credit information.** We may investigate your credit record and obtain any credit report we believe appropriate in connection with any aspect of our dealings with you with respect to your card (for example, considering whether to cancel or suspend the right to use your card and the number of your card and investigating any dispute concerning any transaction made by the use of your card or the number of your card). We may furnish information concerning any aspect of our dealings with you with respect to your card to other financial institutions and credit reporting agencies.

**26. Monitoring communications.** In the regular course of our business, we may, for the purpose of quality control, monitor and record telephone, electronic mail and other communications between any of our employees and other agents and you or anyone acting on your behalf.

**27. Obligation to assist in obtaining reimbursement.** If we credit your checking account or your savings account for the amount of any transaction made by the use of your card or the number of your card that you claim should not have been charged against the account because of a dispute concerning the transaction (for example, a dispute with a Mastercard® merchant concerning a purchase) or because your card or the number of your card may have been used without your authorization, you must assist us in any way we ask in our seeking to obtain reimbursement of that amount from anyone involved in the transaction.

**28. Changes in agreement.** No change in this agreement can be made except as provided in this section. We may change this agreement. We will send you any notice of the change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the change, we will either send you a notice of it or post a notice of it in our banking offices or on our website.

**29. Changes in ways card or number of card may be used.** We may change the ways your card or the number of your card may be used. We will send you any notice of the change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the change, we will either send you a notice of it or post a notice of it in our banking offices or on our website. By using your card or the number of your card in any new way it may be used, you will be agreeing to be bound by all our requirements concerning the new way your card or the number of your card may be used.

**30. Changes in limitations on transactions.** We may establish a new limitation or change an existing limitation on the use of your card at electronic facilities covered by this agreement or the use of your card or the number of your card at MasterCard® merchants and MasterCard® financial institutions without the use of an electronic facility. We will send you any notice of the new limitation or change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the new limitation or change, we will either send you a notice of it or post a notice of it in our banking offices or on our website unless for reasons of security we consider it inappropriate to do so.



**31. Changes in fees.** We may establish a new fee or change an existing fee for your card or any transaction made by the use of your card or the number of your card. If we establish a new fee or increase an existing fee for your card or any transaction made by the use of your card or the number of your card, we will send you any notice of the new fee or increase that applicable law requires us to send you. If applicable law does not require us to send you any notice of the new fee or increase, we will either send you a notice of it or post a notice of it in our banking offices or on our website. We will not have to notify you if we decrease or eliminate an existing fee for your card or any transaction made by the use of your card or the number of your card.

**32. No notice or loss of rights.** We may exercise, give up, fail to exercise or delay exercising any of our rights with respect to you, your card or any transaction made by the use of your card or the number of your card without notifying you. By on any occasion exercising, giving up, failing to exercise or delaying the exercise of any of those rights, we will not lose that right on any other occasion or lose any other of those rights.

**33. Giving up of rights by us.** None of our rights with respect to your card or any transaction made by the use of your card or the number of your card or against you or any property belonging to you now or acquired by you in the future can be given up by us except in a writing signed by us.

**34. No transfer by you.** You may not transfer any of your rights and obligations under this agreement or with respect to your card or any transaction made by the use of your card or the number of your card to anyone else. Any transfer by you of any of those rights and obligations will be void.

**35. Transfer by us.** We may transfer any of our rights and obligations under this agreement or with respect to your card to anyone else.

**36. Permitted actions.** We will not be obligated to take or liable for not taking any action that this agreement or applicable law allows but does not require us to take. Except to the extent limited by this agreement or applicable law, we may at any time, for any reason and without notifying you or obtaining your consent take any action that this agreement or applicable law allows us to take. For example, except to the extent limited by applicable law, we may at any time, for any reason and without notifying you or obtaining your consent cancel or suspend the right to use your card and the number of your card or change this agreement. Thus, for example, we may cancel the right to use your card and the number of your card if we suspect that your card or the number of your card may have been or may be used for a fraudulent, prohibited or unenforceable transaction, has been lost or stolen or may be used without your authorization.

**37. Cards issued to two or more individuals.** If MasterCard® debit cards tied to your checking account or your savings account are issued by us to two or more individuals, all of them will be, individually and together, liable under this agreement. We may sue any of them under this agreement whether or not we sue anyone else. Except to the extent that applicable law requires otherwise, we may send any notice or other communication or document concerning this agreement, any of those MasterCard® debit cards or any transaction made by the use of any of those MasterCard® debit cards or the number of any of those MasterCard® debit cards to any of them alone, and it will be effective for all of them.

**38. Conflicts.** If any part of this agreement conflicts with applicable law, that law will control, and this agreement will be considered changed to the extent necessary to comply with that law.

**39. Continued effectiveness.** If any part of this agreement is determined by a court to be invalid, the rest of this agreement will remain in effect.

**40. Refunds and allowances.** Any refund or allowance given in connection with any purchase will be given as a credit to your checking account or your savings account rather than in cash.

**41. Foreign transactions.** Any transaction in a foreign currency involving your card or the number of your card will be converted to United States currency using a conversion procedure and a currency conversion rate used by the MasterCard® network on the date the conversion takes place. Consequently, for example, if a credit in a foreign currency issued in connection with a purchase in the foreign currency made by the use of your card or the number of your card is converted to United States currency on a date later than the date the purchase is converted to United States currency, the amount of the credit when converted to United States currency might differ from the amount of the purchase when converted to United States currency.

**42. Foreign transaction fee.** In connection with any transaction in a foreign currency involving your card or the number of your card, the MasterCard® network may impose a fee based on the amount of the transaction.

**43. What law applies.** Any legal question concerning this agreement, your card or any transaction made by the use of your card or the number of your card will be decided in accordance with New York State law without regard to the law of any other state or other jurisdiction and, to the extent applicable, federal law.

**44. Entire agreement.** Except for any agreement between you and us concerning your checking account, your savings account, any line of credit account or other overdraft facility with us to which your checking account is tied or transfers to or from any of the accounts or the other overdraft facility, this agreement is the final and complete agreement between you and us concerning your card and transactions made by the use of your card or the number of your card. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning your card or any transaction made by the use of your card or the number of your card made by any of our employees or anyone else is not part of this agreement. This agreement replaces any other agreement now existing between you and us concerning your card.

**45. Agreement.** By using your card or the number of your card or allowing anyone else to have your card, your personal identification number or the number of your card, you agree to be bound by all provisions of this agreement.

Dated as of February 1, 2010

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 716-937-3381

during our business hours and ask for our Operations Area

or

Telephone us at 800-528-2273

outside our business hours

or

Write us at Alden State Bank,

13216 Broadway, P.O. Box 238, Alden, NY 14004-0238,

Attention: Operations Area,

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.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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.

For errors involving new accounts, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

**MasterCard® Debit Card Agreement**

**Alden State Bank  
13216 Broadway  
P.O. Box 238  
Alden, NY 14004-0238  
716-937-3381**