

HUDSON VALLEY CREDIT UNION ACCOUNT AGGREGATION AGREEMENT TERMS AND CONDITIONS

This Account Aggregation Agreement (“Agreement”) contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information (“Services”). Hereinafter, “you,” “your” or “User” means the end user of the Services and “us,” “we,” “our,” or “Financial Institution” refers to Hudson Valley Credit Union, the financial institution who provides User access to the Services. The software we make available to you contains software provided by one or more third parties (“Third Party Software”) with whom we are under contract (each a “Third Party”) and is the intended third party beneficiary of this User Agreement and is entitled to enforce its terms.

Acceptance of these Terms. Your use of the services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. You will be given notice of a change as required by law. Your continued use of the services will indicate your acceptance of this Agreement. Further, Hudson Valley CU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the services. Your continued use of the services will indicate your acceptance of any such changes to the services.

1. General.

- (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.
- (ii) User agrees to allow Financial Institution and its services providers (such providers, including Third Party, the “Service Providers”), its and their successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. “Nonpublic Personal Information” means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) Financial Institution has no liability to User, Third Party, or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) You agree that you will not nor will you permit any parent, subsidiary, affiliate, agent or other third party to: (1) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Services; (2) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (3) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (4) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.
- (v) Financial Institution or the Service Providers, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the Third Party Software and services, any

improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to you, including all intellectual property rights therein. You acknowledge that the Third Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by Financial Institution and the Third Parties. You agree to assign, and hereby does assign, to the Third Party all rights, title and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that you or any of your employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

2. Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Services is true, accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep your account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

3. Content You Provide. You are licensing to Financial Institution and its Service Providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our Service Providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our Service Providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our Service Providers may store, use, change, or display such information or create new content using such information.

4. Power of Attorney. Your use of the Services is your authorization for Financial Institution and its service providers, as your agent, to access third party sites which you designate in order to retrieve information requested by you. For all purposes hereof, you hereby grant Financial Institution and its Service Providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites, servers or documents, retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party account providers. You acknowledge that through the use of this Service, Financial Institution shall have access to your account credentials, including, but not limited to login username and passwords. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that third party account providers are entitled to rely on the authorization, agency and power of attorney granted by you.

5. Third Party Accounts. With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

(i) You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.

(ii) Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its Service Providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our Service Providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our Service Providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

6. Limitations of Services. When using the Services, you may incur technical or other difficulties. Neither we nor our Service Providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our Service Providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

7. Acceptance of User Agreement and Changes. Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

8. Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our Service Providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties, except as otherwise permitted by this User Agreement. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

9. Ownership. You agree that Financial Institution and its Service Providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

10. User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items,

including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its Service Providers or cause Financial Institution to lose the services of our Service Providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

11. Indemnification. You agree to defend, indemnify and hold harmless Financial Institution, its third party Service Providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses, expenses and costs, including, but not limited to, settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. You agree that third party Service Providers are third party beneficiaries of the above provisions, with all rights to enforce such provisions as if the third party Service Providers were a party to this User Agreement.

12. Disclaimer. The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its Service Providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its Service Providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its Service Providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

i) YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ii) FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

iii) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NONPERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

15. Other Items. You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid. This site is created and controlled by Hudson Valley Credit Union in the State of New York. As such, the laws of the State of New York will govern this User Agreement, without giving effect to any principles of conflicts of laws.