

Disclosure for Business Registration (5/11/22) Online Banking Agreement

Hudson Valley Credit Union (HVCU) Electronic Records Disclosure and Agreement

This Electronic Records Disclosure and Agreement ("Agreement") provides important information required by the Electronic Signatures in Global and National Commerce Act of 2000 ("ESign Act") so that you may receive electronic delivery of all HVCU communications, disclosures, notices, agreements and documents ("Records") relating to your accounts, products and services and so that you may conduct transactions using HVCU's Internet Banking and Mobile Banking services by electronic means. Please read this Agreement and retain a copy for future reference.

Your Consent. You must consent to receive Records electronically by selecting the checkbox that you agree. After you consent to this Agreement, your consent will also apply to the electronic delivery of all Records HVCU would otherwise provide in non-electronic form until you withdraw your consent to electronic delivery.

Note: Accepting this disclosure does not enroll you in HVCU's eStatement service. To enroll in eStatements, please navigate to "Electronic Documents" within the Online Banking service.

Special Requests. After you have provided consent to receive all Records electronically, you may obtain a paper copy of an electronic Record upon request by using any method listed under "Instructions to Withdraw Consent or Obtain Paper Copies." Refer to the Fee Schedule for any fees associated with these services.

Right to Withdraw. You have the right to withdraw your consent to receive any Records electronically and you have the option to receive a paper copy of the Records. There is no fee to withdraw consent. Refer to the Fee Schedule for any fees associated with these services.

Instructions to Withdraw Consent or Obtain Paper Copies. If you no longer want to receive Records electronically or you want to request a paper Record, you may call 845.463.3011 8am to 7pm ET Monday through Friday and 9am to 5pm ET Saturday, email us at info@hvcu.org or visit any HVCU branch location. Branch locations can be found on our website at hvcu.org. **If you withdraw your consent to receive Records electronically, your ability to use our Internet Banking and Mobile Banking services may be terminated or impaired.**

Current Contact Information. You must provide us with your valid email address so that HVCU may communicate with you regarding your electronic Records and services. It is your responsibility to inform HVCU of any changes to your email address by promptly notifying us by using any method listed under "Instructions to Withdraw Consent or Obtain Paper Copies."

Hardware and Software Requirements. To receive Records electronically, you must have the following equipment and software:

- A personal computer or other access device (such as a tablet, smartphone or laptop) with an operating system and a connection to the Internet;
- A current, supported browser with industry standard encryption (128 bit encryption). Supported browsers include current versions of Edge, Firefox, Chrome, and Safari;
- A current version of software that reads and displays Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® (available for downloading at (<http://www.adobe.com>), for viewing and retaining Records;
- A current version of the HVCU mobile banking application;
- A valid email address;
- A printer, if you wish to print your Records and retain your copy of the Records in paper; and
- The capacity to electronically store your Records (such as to your computer's hard drive).

Your Consent to Electronic Transactions. By providing your consent to this Agreement, you agree that all agreements entered into by electronic or digital means will be deemed valid, authentic and have the same legal effect as agreements entered into on paper; you confirm that you have the hardware and software described above, that you are able to receive and review electronic records, that you have an active email account; and you confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates and users identified with your HVCU products and accounts.

Hudson Valley Credit Union Online Banking Disclosure and Agreement

General

This Online Banking Disclosure and Agreement ("Agreement") governs the use of Hudson Valley Credit Union's Internet Banking and Mobile Banking services. Please read it carefully as it pertains to any activity conducted by you on HVCU's website, www.hvcu.org ("Internet Banking"), and activities conducted by you on HVCU's mobile application ("Mobile Banking"). For the purpose of this Agreement, the terms "we," "us," "our," "Hudson Valley Credit Union," "HVCU", and "credit union" refer to Hudson Valley Credit Union. "You" and "Your" refers to the member(s), joint account owners or authorized user(s) using the services and functionality offered through Internet Banking or Mobile Banking. This Agreement is intended to constitute a binding agreement between you and HVCU that conditions your use of the services offered through Internet Banking and Mobile Banking (the "Services").

If you do not agree to the terms of this Agreement, you may not access or use Internet Banking, Mobile Banking or any Services. If you remain on the HVCU website or mobile application, or return to either thereafter, you agree to be bound by this Agreement. You agree to act responsibly on the HVCU website and Mobile Banking application at all times. The HVCU website and mobile application are protected by U.S. copyright laws. All rights are reserved. We may provide links within our website or Mobile Banking application. Links are not intended to imply sponsorship, affiliation, or endorsement. We may change terms or amend this Agreement from time to time without notice or as otherwise provided by law. The HVCU website, Internet Banking, and Mobile Banking application may be used to access certain HVCU accounts. Each of your accounts at HVCU is also governed by the applicable account disclosures. Your use of Internet Banking, Mobile Banking or any Services is your acknowledgement that you have received these agreements and agree to be bound by them.

By clicking "I agree to the above terms and conditions" you agree to be bound by the terms and conditions identified in this Agreement, the terms and conditions of HVCU's Electronic Fund Transfers Disclosure & Account Agreement, as amended from time to time, HVCU's Truth in Savings Disclosure & Account Agreement, as amended from time to time, and HVCU's Pay A Person (P2P) Disclosure, all of which are incorporated herein by reference as though fully set forth. You may access our Electronic Fund Transfers Disclosure and Agreement at <https://www.hvcu.org/Personal/Resources/Account-Disclosures>. You may access our Truth in Savings Disclosure and Account Agreement at <https://www.hvcu.org/Personal/Resources/Account-Disclosures>. You may access our Pay A Person (P2P) Disclosure at <https://www.hvcu.org/HudsonValley/media/Documents/HVSend-Terms-of-Use.pdf>.

This Agreement is subject to change from time to time. You will be given notice of a change as required by law. Further, HVCU reserves the right, in its sole discretion, to change, modify, add, or remove portions of Internet Banking, Mobile Banking and the Services. Your continued use of Internet Banking, Mobile Banking or the Services constitutes your acceptance of this Agreement and of any such changes.

To use HVCU's Internet Banking and Mobile Banking, you must have at least a primary share account at HVCU and the hardware and software requirements set forth in the Electronic Records Disclosure and Agreement. After HVCU accepts your registration to enroll in Internet Banking or Mobile Banking, HVCU will assign to you a temporary password. You must enter your member number and the temporary password we provide to you in order to initially gain access to your accounts through Internet Banking and Mobile Banking. Once you gain initial access, you must follow the instructions to immediately change your password for security purposes.

You agree to pay all applicable fees for the Services you choose to use through Internet Banking and Mobile Banking in accordance with the applicable Fee Schedule, as amended from time to time.

The Internet Banking and Mobile Banking 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").

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 Software for online banking activities; (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.

HVCU or the Third Parties, 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 HVCU and the Third Parties. You agree to assign, and hereby assigns, 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.

Services

The Services available to you through Hudson Valley Credit Union's Internet Banking and Mobile Banking include the Services outlined in the Electronic Fund Transfers Disclosure and Agreement and any applicable terms and conditions.

Services available may be added, canceled or changed at any time. We will update this Agreement to notify you accordingly, as required by law. By using a Service when it becomes available, you agree to be bound by the terms and conditions contained in this Agreement, the Electronic Fund Transfers Disclosure and Agreement, and the applicable Service terms and conditions. No advance notice is required for changes that are necessary for security reasons. HVCU reserves the right to cancel your Internet Banking and/or Mobile Banking privileges, or this Agreement, at any time without prior notice to you.

Internet Banking and Mobile Banking are generally available 24 hours a day, seven days a week. However, from time to time, some or all Internet Banking or Mobile Banking may not be available due to system maintenance or outage. During such times, you may use Audio Response (MAGIC) (our 24-hour telephone banking service) or visit one of our branches. We are not responsible for the unavailability of Internet Banking or Mobile Banking Services.

Username and Password Protection

You agree to hold your username and password in strict confidence. You are responsible for keeping your username and password secure and for taking all reasonable precautions to prevent unauthorized or fraudulent use. If you believe your username and/or password has been compromised or stolen or that someone may attempt to use your Internet Banking or Mobile Banking Service without your consent, or that someone has transferred or may transfer money from your account without your permission, notify us immediately at the phone number or address shown below in section entitled "Contacting HVCU."

We will never contact you (or ask anyone to do so on our behalf) with a request to disclose your password. **If you receive such a request (even if they are using our name and logo and appear to be genuine), or you suspect any unauthorized person knows your username or password, please contact us immediately.** Additionally, if your computer or other access device is lost or stolen, please contact us immediately. If you fail to do so, you may be liable for unauthorized transactions on your account(s).

Any person whom you permit to use your username and password (an "authorized user") will have access to all of your accounts that are available through Internet Banking and Mobile Banking. An authorized user will have the authority to perform functions through Internet Banking and Mobile Banking, including the ability to transfer funds to and from your savings, checking, money market and loan accounts, enroll in or access Bill Pay Services, make ACH and Wire transfers, view your eStatements, update your personal information, view your account details and summaries and perform other functions that you would be able to perform.

You are fully responsible for all transactions made by you or your authorized user, even if the amount of the transaction exceeds your available funds or the number of transactions exceeds your transaction limit. HVCU shall not be liable if, through no fault of ours, you do not have sufficient funds in your account to cover transfers and/or payments rendering a transaction unable to be processed. If you have insufficient funds in your account and you have opted to receive overdraft protection, HVCU is authorized to use your savings account or the line of credit as overdraft coverage, up to the approved limit, in accordance with the terms and conditions of your Line of Credit Agreement, if applicable.

Except as otherwise provided in this Agreement, HVCU will have no liability to you for unauthorized transactions, payments and transfers made by someone who has used your username and password to access your accounts through Internet Banking or Mobile Banking.

Privacy

Protecting your privacy is of great importance to HVCU. We maintain a strict confidentiality policy to protect not only your financial assets, but your personal information as well. Please see our Privacy Policy at <https://www.hvcu.org/Terms-Privacy/Privacy-Policy> relating to the collection and use of your information.

Examine Your Statement

You must promptly review your periodic statement(s) upon receipt. See In Case of Errors or Questions About Your Electronic Transfers in this Agreement or in our Electronic Fund Transfers Disclosure & Agreement. You may access our Electronic Fund Transfers Disclosure & Agreement at <https://www.hvcu.org/Personal/Resources/Account-Disclosures>.

In Case of Errors or Questions About Your Electronic Transfers.

Please refer to the Electronic Fund Transfers Disclosure and Agreement <https://www.hvcu.org/Personal/Resources/Account-Disclosures> to report an error or submit a question about an electronic fund transfer.

eStatements

You may elect to receive your periodic statements electronically through our eStatements service. With eStatements, your periodic account statements will be available for you to view and print.

Miscellaneous Fees and Charges

HVCU charges fees for certain transactions, requests and optional services. Refer to the applicable Fee Schedule for any applicable fees. You may access our personal Fee Schedule at <https://www.hvcu.org/Personal/Resources/Fee-Schedule>. Fees are subject to change. HVCU will notify you in writing regarding any fee changes as required by applicable law.

Online Account Deletion

We encourage members to actively log in and use Internet Banking and Mobile Banking Services regularly after registering. To keep your Internet Banking and Mobile Banking active, you must log in at least once every twelve (12) months. We may disable your access to Internet Banking and Mobile Banking due to inactivity for more than twelve (12) months. If we disable your access, you will be required to re-register for Internet Banking and Mobile Banking and to reset your account settings and preferences.

Contact Information

It is your responsibility to provide us with accurate and complete contact information so that we may communicate with you. You agree to maintain and advise HVCU promptly of any changes to your contact information. You can update your contact information by editing your profile through Internet Banking or Mobile Banking or by contacting us by phone or the address listed in the "Contacting HVCU" section below. HVCU shall not be responsible for any delay or failure in your receipt of any communication if we send the communication to the last email address you provided to us.

ADDITIONAL PROVISIONS ONLY APPLICABLE TO BUSINESS ACCOUNTS

Owner's Liability for Transactions

You represent that each individual who has been issued a username and password (each, a "Shared User") has authority from your organization to give instructions within the access level specified by you and associated with that Shared User. You acknowledge and agree that HVCU has full authorization from your organization to rely and act upon instructions identified by such Shared User(s).

When your accounts are linked to one or more usernames, we may act on the oral, written or electronic instructions of any authorized signer regarding those accounts ("Authorized Representative and Signer"). Each Authorized Representative and Signer is liable for all transactions that are made on that account by all Authorized Representative and Signers of the account. It is your responsibility to notify us if an Authorized Representative and Signer should no longer be given access to the account(s) through the Internet Banking and Mobile Banking services. Notices sent to the address of one account owner are binding on all account owners.

You are fully responsible for all transactions made by you or your authorized users, Shared Users and Authorized Representative and Signers, even if the amount of the transaction exceeds your available funds or the number of transactions exceeds your transaction limit. HVCU shall not be liable if, through no fault of ours, you do not have

sufficient funds in your account to cover transfers and/or payments rendering a transaction unable to be processed. If you have insufficient funds in your account and you have an approved line of credit, HVCU is authorized to use the line of credit as overdraft coverage, up to the approved limit, in accordance with the terms and conditions of your Line of Credit Agreement.

Except as otherwise provided in this Agreement, HVCU will have no liability to you for unauthorized payments and transfers made using a username and password assigned or authorized by you or your authorized individuals that occur before you have promptly notified us of possible unauthorized use and we have had a reasonable opportunity to act on such notice.

Linking Eligible Accounts and Liability

Only eligible accounts can be linked. Only the owner(s) of an account may link accounts. For example, you may link a Business account and a Personal account if you are an owner and Authorized Representative and Signer on both accounts. Linking accounts is at your sole risk, including, but not limited to, the risk of erroneous or fraudulent transactions. Please refer to the applicable Account Agreement for each respective account for other important disclosures regarding your rights and responsibilities. All linked accounts will continue to be subject to the applicable agreements for each such account.

Authorized Representatives and Signers have the ability to self-administer, designate and manage Shared Users. This functionality permits Authorized Representatives and Signers to provide Shared Users access to the Internet Banking services and to specific account(s) within the Internet Banking services. The Authorized Representative and Signer has access to both the accounts of all Business Member(s) of which the Authorized Representative and Signer is associated AND to the personal account(s) of the Authorized Representative and Signer. In addition, the Authorized Representative and Signer has the authority to designate and manage Shared User(s) for both business accounts and personal accounts.

You agree that each of your Authorized Representative and Signers is acting as your agent and on your behalf, is bound by this Agreement and any separate agreement(s) governing the account or service. We may rely and act on the instructions of any such person without our having liability to you.

You acknowledge that there are inherent risks in using the Internet Banking and Mobile Banking services and linking your accounts, which include the potential disclosure of private information to third parties. YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY ACCESS, MAINTENANCE, PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS INVOLVING ANY LINKED ACCOUNTS BY SHARED USERS THAT OCCUR BEFORE YOU NOTIFY US OF CHANGES OR POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT.

Indemnification

You agree to indemnify, hold harmless and defend HVCU and its affiliates and each of our and their shareholders, directors, officers, employees, agents, and independent contractors from and against any claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys' fees and other expenses) resulting from or arising out of or in connection with (a) your breach of this Agreement, (b) any actions initiated or caused by you and if applicable, your employees or agents, or any other party using authorized usernames, passwords and Business User IDs, (c) our acting in reasonable reliance upon instructions, notices, information and data you provide to us, (d) the act, delay, omission or failure to perform of any third party (including other financial institutions, but excluding any vendor with which we have contracted), or (e) any other loss or damage under this Agreement or otherwise, except as solely caused by our gross negligence or willful misconduct. The foregoing indemnification responsibilities will extend to losses arising from the acts or omissions of any of your employees, Authorized Representative and Signers, Shared Users, authorized users, agents, independent contractors or any other persons acting at your direction or on your behalf.

Security

All individuals who are given a username and password are required to change their password upon initial login to Internet Banking or Mobile Banking, and the password selected will not be communicated to HVCU. The Authorized Representative and Signer must establish and assign a separate business user ID ("Business User ID") for each individual that will be authorized to conduct transactions. Such authorized employees shall enter the username and password, as well as the additional Business User ID when signing on to Internet Banking or Mobile Banking.

You are responsible for ensuring that each user of the accounts takes all reasonable precautions to protect and hold secret all information required to gain access to your accounts through our Internet Banking and Mobile Banking services. Account owners and Authorized Representatives and Signers accept responsibility for periodically changing

the account password and for ensuring that delegated employees protect their Business User IDs, usernames, and passwords.

Accounts are protected from access attempts through password guessing. If a password is entered incorrectly three consecutive times, access to Internet Banking and Mobile Banking is locked. In order to re-enable Internet Banking and Mobile Banking, HVCU must be contacted by an Authorized Representative and Signer, as evidenced by the banking resolution, partnership declaration, or other authorization resolution or agreement(s) you have provided to HVCU, to have the password unlocked or to obtain a new temporary password. Usernames, passwords and Business User IDs should not be shared. Usernames, Passwords and Business User IDs should not be guessable or predictable to employees or to anyone else.

Internet Banking and Mobile Banking passwords can be changed at any time and should be changed immediately if you suspect that someone else may know your password, or if an individual is no longer authorized to access your account(s).

Miscellaneous Fees and Charges

HVCU charges fees for certain transactions, requests and optional services. Refer to the Business Fee Schedule for any applicable fees. You may access our Business Fee Schedule at <https://www.hvcu.org/Business/Resources/Fee-Schedule>. Fees are subject to change.

THIS ENDS THE PROVISIONS THAT APPLY ONLY TO BUSINESS ACCOUNTS.

Acceptable Use of Services

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Internet Banking and Mobile Banking services, regardless of the purpose of the use. While the Internet Banking and Mobile Banking services might allow you to perform certain financial functions, it is your responsibility to comply with all applicable U.S. laws and regulations.

Indemnification

You acknowledge and agree that you are personally responsible for your conduct and the conduct of your authorized users, employees, agents, independent contractors, Authorized Representative and Signers and Shared Users, as applicable, while using the HVCU website, mobile app, and Internet Banking and Mobile Banking services. You agree to indemnify, hold harmless and defend HVCU and its affiliates and each of our and their shareholders, directors, officers, employees, agents, and independent contractors from and against any claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys' fees and other expenses) resulting from or arising out of or in connection your breach of this Agreement, your use of HVCU's website or mobile app, and your use of the Internet Banking or Mobile Banking services.

Other Agreements

In addition to this Agreement, you agree to be bound by and comply with all terms and conditions applicable to your account (s) with Hudson Valley Credit Union, including, without limitation, as described in your Truth in Savings Disclosure & Account Agreement, and Electronic Fund Transfers Disclosure & Account Agreement, the prior receipt of which you acknowledge.

Enforcement

Please refer to "In Case of Errors to Questions about Your Electronic Transfers" in the Electronic Fund Transfers Disclosure and Agreement <https://www.hvcu.org/Personal/Resources/Account-Disclosures> to report an error or submit a question about an electronic fund transfer. If we determine an error occurred, we will correct it as stated in that policy. If we determine that no error occurred, you agree to be liable to HVCU for any liability, loss, or expense, including, but not limited to, return of any credit provisionally posted to your account during our investigation, as provided in this Agreement that the Credit Union incurs as a result of the dispute involving your accounts or the services. You authorize HVCU to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions, if applicable.

Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of any such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Right to Terminate Agreement

You are responsible for complying with all terms of this Agreement and with the terms of the agreement(s) governing the account(s) which you access using Internet Banking and Mobile Banking services. HVCU reserves the right to terminate this Agreement and your Internet Banking and/or Mobile Banking privileges under this Agreement, in whole or in part, at any time, or if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement(s) governing your accounts, or your accounts are not maintained in good standing.

No Waiver

HVCU shall not be deemed to have waived any rights or remedies it may have under this Agreement unless such waiver is in writing and signed by an authorized representative. Our delay or omission in exercising any rights or remedies shall not operate as a waiver of such rights or remedies, and our waiver on any given occasion or under any circumstances shall not be construed as a bar to our waiver of any rights or remedies in the future.

Assignment

You shall not assign, transfer or delegate any of your rights or obligations under this Agreement without our prior written consent, which we may withhold in our sole discretion. We may at any time assign, transfer or delegate any or all of our rights or obligations under this Agreement to any party without your consent.

Disclaimer of Warranties and Liability

YOU EXPRESSLY AGREE THAT USE OF THE HVCU WEBSITE, MOBILE APPLICATION, INTERNET BANKING, AND MOBILE BANKING IS AT YOUR SOLE RISK. FURTHER, YOU EXPRESSLY AGREE THE HVCU WEBSITE, MOBILE APPLICATION, INTERNET BANKING AND MOBILE BANKING SERVICES, AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE CREDIT UNION AND ITS AFFILIATES, SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR COMMUNICATIONS FROM YOU TO US VIA INTERNET BANKING AND MOBILE BANKING, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS "SECURED," WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY.

IN NO EVENT SHALL HVCU, ITS AFFILIATES, SERVICE PROVIDERS, THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Your Copy of this Agreement

We invite you to print a copy of this Online Banking Disclosure and Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you by using any of the contact information in the section below entitled "Contacting HVCU."

Governing Laws

This agreement is governed by HVCU's bylaws, federal laws and regulations, the laws including applicable principles of contract law, New York State's laws, the National Automated Clearing House Association Operating Rules, and

local clearinghouse rules, as amended from time to time. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Dutchess County, New York.

Contacting HVCU

Visit any branch: see locations at hvcu.org

Phone: 845.463.3011

General email: info@hvcu.org

Secure email: <https://www.hvcu.org/about-us/secure-contact-form>

Live Chat: <https://www.hvcu.org>

Mail: P.O. Box 1071, Poughkeepsie, N.Y. 12602