

HUDSON VALLEY CREDIT UNION INTERNET BANKING DISCLOSURE AND AGREEMENT

General

This Internet Banking Disclosure and Agreement (“Agreement”) governs the use of Hudson Valley Credit Union’s Internet Banking services. Please read it carefully as it pertains to this site, your accounts and electronic services. 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) and account owners(s). This Agreement is intended to constitute a binding agreement between you and HVCU that conditions your use of the services.

If you do not agree to the terms of this Agreement do not access or use the Internet Banking services. If you remain on the site, or return thereafter, you agree to be bound by this Agreement. You agree to act responsibly at this site at all times. This site is protected by U.S. copyright laws. All rights are reserved. We may provide links within our website. 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. This website and online services can be used to access certain Hudson Valley Credit Union accounts. Each of your accounts at Hudson Valley Credit Union is also governed by the applicable account disclosures. Your use of the 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 Funds Transfer Disclosure & Account Agreement, as amended, HVCU’s Truth in Savings Disclosure & Account Agreement, as amended, and other relevant agreements, 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>.

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 from the services. Your continued use of the services constitutes your acceptance of this Agreement and of any such changes to the services. To use HVCU's Internet Banking service, you must have at least a primary share account at HVCU, Internet access, and a valid e-mail address. Upon HVCU's approval a temporary password will be assigned to you. To gain initial access to Internet Banking services, you must enter your member number and the temporary password and follow the instructions to immediately change your password for security purposes. You agree to pay all applicable fees for the service you choose to use in accordance with the Fee Schedule, as amended from time to time.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of New York. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

The Internet 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 Internet 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.

- Hudson Valley Credit Union 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 Hudson Valley Credit Union 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 in Hudson Valley Credit Union's Internet Banking include the services outlined in the Electronic Fund Transfers Disclosure and Agreement.

Services available may be added or canceled at any time. We will update this Agreement to notify you of the existence of these new services if required by law. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement. No advance notice is required for changes that are necessary for security reasons.

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

Username and Password Protection

You agree to hold your username and password in strict confidence and you will notify us immediately if either is lost or stolen. As a precaution, it is recommended that you memorize your username and password and do not write it down. You are responsible for keeping your username secure and taking all reasonable precautions to prevent unauthorized or fraudulent use. After initial registration 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 mobile phone 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 will have access to your accounts that are available through the Internet Banking services, including the ability to transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments and ACH external transfers. We refer to such person as an authorized user and you agree that an authorized user may transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments and ACH external transfers.

You are fully responsible for all transactions made by you or by anyone who is permitted to use or has access to your username and password. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your statement for each of your accounts as soon as you receive it and notify us immediately of any discrepancy.

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 Overdraft Line of Credit Agreement.

Lost or Stolen Password

If you believe your username and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, telephone us at 845.463.3011 or write to us at the address shown in Contacting HVCU as soon as you can.

Liability for Unauthorized Use-Internet Banking Transactions

If you authorize someone else to use your username and password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Except as otherwise provided in this Agreement, HVCU will have no liability to you for unauthorized transactions, payments and transfers made using your username and passwords.

Personal Information Protection

In addition to protecting your username, password and account information, you should also protect your personal identification information, such as your driver's license number, Social Security Number, and other personal information that can be used to identify you. This information, alone or together with information on your account, may allow unauthorized access to your account. It is your responsibility to protect your personal information with the same level of care that you protect your account information.

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 and Agreement. You may access our Electronic Fund Transfers Disclosure and Agreement <https://www.hvcu.org/Personal/Resources/Account-Disclosures>

In Case of Errors or Questions about Your Electronic Transfers.

The following consumer protections do not apply to business or other entity accounts.

Telephone, write, or email us using the contact information under Contacting HVCU 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 member account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send 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, 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 three 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.

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. We can send you an e-mail message to notify you when your statements are available. For more information about eStatements, please navigate to “eStatements” within the Internet Banking service.

Limitations on Funds Transfers from Savings Accounts

As set forth in our Truth in Savings Disclosure and Account Agreement at <https://www.hvcu.org/Personal/Resources/Account-Disclosures>, Federal regulation requires us to limit withdrawal transactions on certain accounts. Withdrawals from your savings and money market accounts and transfers made between your accounts are unlimited when made: in person; at an ATM; by mail; at a Shared Service Center; by messenger; by phone; by facsimile; or through Internet Banking, Mobile Banking,

or email when requesting an HVCU official check made payable to you and mailed to your address of record with HVCU; or transfer to an HVCU loan in your name.

Up to six withdrawals or transfers from savings and money market accounts are permitted each month in any of the following combinations when payable to a third party or to another account owned by you: checks or similar orders; pre-authorized or automatic transfers; Automated Clearing House (ACH); Internet Banking; Mobile Banking; Audio Response (MAGIC); overdraft from savings; and telephone, email, facsimile.

Miscellaneous Fees and Charges

Refer to the Fee Schedule for any applicable fees. You may access our 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.

Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your account-(s) with Hudson Valley Credit Union, as described in your Truth in Savings Disclosure and Account Agreement, and Electronic Fund Transfers Disclosure and Account Agreement prior receipt of which you acknowledge.

Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

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 services. Hudson Valley Credit Union reserves the right to terminate this Agreement and your Internet 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.

Disclaimer of Warranties and Liability

YOU EXPRESSLY AGREE THAT USE OF THIS WEBSITE AND INTERNET BANKING IS AT YOUR SOLE RISK. FURTHER, YOU EXPRESSLY AGREE THE SITE, INTERNET BANKING SERVICE 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 CREDIT UNION AND ITS AFFILIATES AND 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 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 CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR 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.

We invite you to print a copy of Internet Banking Disclosure and Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you. To do so, e mail us at info@hvcu.org or call us at 845.463.3011.

Governing Law

This Agreement is governed by the laws of the State of New York and applicable federal law(s).

Contacting HVCU

Visit any branch: see locations at hvcu.org

Phone: 845.463.3011

General email: info@hvcu.org

Secure email: hvcu.org/about-us/secure-contact-form

Live Chat: hvcu.org

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