

## Hudson Valley Federal Credit Union

### Internet Banking Agreement for Business and Other Non-Personal Accounts

#### General

In this Internet Banking Agreement for Business and Other Non-Personal Accounts Agreement ("Agreement"), the term "you" and "your" means the signer of this Agreement; "we," "us" and "our" means Hudson Valley Federal Credit Union ("HVFCU"). Upon HVFCU'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. Within the Internet Banking system, you will be responsible for assigning transaction authority for each authorized user. 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 HVFCU's Business Account Agreement, Electronic Funds Transfer Disclosure and Agreements, and other relevant agreements. To use HVFCU's Internet Banking service, you must have at least a primary share account at HVFCU, Internet access, and a valid e-mail address. You agree to pay all applicable fees for the service you and/or your authorized users choose to use in accordance with the Fees for Business Services schedule.

#### Services

In addition to the services outlined in the Electronic Funds Transfer Disclosure and Agreements, other services include but are not limited to:

Request ACH transactions

Request wire transfers

Schedule account sweeps

All services provided through Internet Banking, collectively, referred to herein as the "Service."

We retain the right to offer or remove different services from time to time.

#### Owner's Liability for Transactions

You are fully responsible for all transactions made by you or by anyone who is permitted to use your Login ID, Password and Business User ID. 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.

You represent that each individual who has been issued a Login ID, Password and Business User ID has authority from your organization to give instructions within the access capability associated with that Login ID, Password and Business User ID, as evidenced by the banking resolution, partnership declaration, or other authorization resolution or agreement(s) you have provided to HVFCU. You acknowledge and agree that HVFCU has full authorization from your organization to rely and act upon instructions identified by such Login ID, Password and Business User ID. When your Service is linked to one or more Login IDs or Business User IDs, we may act on the oral, written or electronic instructions of any authorized signer regarding your Service for those accounts (“Authorized Representative & Signer”). Each Authorized Representative & Signer will be liable for all transactions that are made on that account by all Authorized Representative & Signers of the account. It is your responsibility to notify us if a signer should no longer be given access to the account through the Service. Notices sent to the address of one account owner are binding on all account owners.

You will not hold HVFCU 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, HVFCU 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.

Except as otherwise provided in this Agreement, HVFCU will have no liability to you for unauthorized payments and transfers made using the Login IDs, Passwords, and Business User IDs assigned by you or your authorized individuals that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

#### Linking Eligible Accounts and Liability

Only eligible Accounts can be linked and that may only be done by the owner of the account. For example, you may link a Business Account and a Personal Account if you are an owner and authorized signer on both Accounts. You will use the Service at your sole risk, including the risk of erroneous or fraudulent transactions. Please refer to the applicable Account Agreement for other important disclosures regarding your rights and responsibilities. All accounts linked will continue to be subject to the agreements you have for such accounts.

Authorized Representatives & Signers have the ability to self-administer and manage the authority of other users (“Shared Users”) of the Service. This functionality permits Authorized Representatives & Signers to provide Shared Users access to the Service and to specific Account(s) within the Service. The Authorized Representative & Signer has access to both the Accounts of all Business Customer(s) of which the Authorized Representative & Signer is such AND to the personal Account(s) of the Authorized Representative & Signer and the authority to delegate to Shared User(s) Service access to both business Accounts and personal Accounts.

You agree that any enrollee in the Service is an Authorized Representative & Signer, an individual with access to an Account as reflected on Bank’s books and records, or an individual authorized by an Authorized Representative & Signer authorized to enroll in the Service independently and without notice to any Authorized Representative & Signer or to any other Enrollee. Except as provided herein,

any Enrollee shall have full access to Account(s) in the Service with full authority to delegate activities to Shared Users to the fullest extent permitted in the Service. You agree that you, and not we, are responsible for supervising your Accounts, any individual who has access to your Accounts, any enrollments in the Service, and any access to your Accounts through the Service. You agree that you are responsible for the delegation by any Authorized Representative & Signer to any Shared User and for monitoring the actions any Shared User may exercise in the Service with respect to your Account(s) without regard to whether we provide the functional ability for managing the authority of Shared Users.

You agree that each of your Authorized Representative & Signers will be acting as your agent and on your behalf, will be 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 Service, 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 ACCOUNT LINKED TO YOUR SERVICE BY ADDITIONAL USERS THAT OCCURS BEFORE YOU NOTIFY US OF CHANGES OR POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT.

#### Agreement Amendments

HVFCU has the right to revise this Agreement, the Hudson Valley Federal Credit Union Business Account Agreement and the Electronic Funds Transfer Disclosure and Agreements and, as required by law, will notify you in advance of any such changes. No advance notice is required for changes that are necessary for security reasons. HVFCU reserves the right to cancel your Internet Banking privileges, or this Agreement, at any time without prior notice.

#### Indemnification

You agree to defend, indemnify and hold HVFCU and its affiliates and each of our and their shareholders, directors, officers, employees, agents, and independent contractors (collectively, the "Indemnified Parties") harmless 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 or your employees or agents, or any other party using authorized Login IDs, 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 & Signers, agents, independent contractors or any other persons acting at your direction or on your behalf.

#### Governing Laws

This Agreement is governed by HVFCU's bylaws, federal laws and regulations, the laws and regulations of the State of New York, the Uniform Commercial Code, and the applicable clearinghouse rules as amended from time to time.

### Security

Authorized account signers are required to change their passwords upon initial login to Internet Banking and the password selected will not be communicated to HVFCU. It is the responsibility of the account signers to establish additional, separate Business User IDs for each employee that will be authorized to conduct transactions. Such authorized employees shall enter the Login ID and password, as well as the additional Business User ID when signing on to Internet Banking.

Each authorized user of the account will take all reasonable precautions to protect and hold secret all information required to gain access to Internet Banking, i.e. Login IDs and passwords. Account owners and/or signers accept responsibility for periodically changing the account password and for ensuring that delegated employees protect their Business User IDs and any passwords.

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

Passwords should be created that utilize a mixture of uppercase characters, lowercase characters, and numbers for purposes of security. Passwords should not be associated with any commonly known personal identification such as social security numbers, address, birth date, children's names, etc. and should be memorized rather than written down. Internet 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 employee is no longer authorized to access your account. Data transferred via Internet Banking is encrypted to provide transmission security and you understand that your Internet Browser must be capable of utilizing the required encryption level. Public Internet terminals, such as those found in airports, malls, libraries, etc., may be hosting malware that includes keylogging capabilities and should not be used for Internet Banking services. HVFCU may also utilize other identification technology to verify that the sender and receiver of Internet Banking transmissions can appropriately identify each other.

### 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 Service, regardless of the purpose of the use. While the Service might allow you to perform certain financial functions, it is your responsibility to comply with all applicable U.S. laws and regulations.

### Disclaimer of Warranty; Exclusion of Damages

Disclaimer of Warranty

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

#### Exclusion of Damages

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICES OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, ERRORS, FAILURES OR MALFUNCTIONS OF YOUR COMPUTER AND SOFTWARE, OR ANY COMPUTER VIRUS, SPYWARE OR OTHER MALWARE THAT MAY YOUR AFFECT YOUR COMPUTER. YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ANY COMPUTER OR SOFTWARE USED TO ACCESS THE SERVICE.

---

Ver. 01/2019

### **Hudson Valley Federal Credit Union (HVFCU) 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 HVFCU communications, disclosures and documents ("Records") relating to your accounts, products and services. Please read this Agreement and retain a copy for future reference.

**Applicability of 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 HVFCU would otherwise provide in nonelectronic form until you withdraw your consent to electronic delivery.

**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 this service.

**Right to Withdraw.** You have the right to withdraw your consent to receive any Records electronically and you have the option to receive such Records in non-electronic form, such as in paper. There is no fee to withdraw consent or to receive non-electronic Records.

**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 till 7pm ET Monday through Friday and 9am till 5pm ET Saturday, by emailing us at [info@hvfcu.org](mailto:info@hvfcu.org) or visit any HVFCU branch location. Branch locations can be found on our web site at [hvfcu.org](http://hvfcu.org).

**Current Contact Information.** You must provide us with your valid email address so that HVFCU may communicate with you regarding your electronic Records and services. It is your responsibility to inform HVFCU 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."

**System Requirements to Access the Information.** To receive Records electronically you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet. Your access to this page verifies that your system meets these requirements.
- You must have a modern, supported browser with industry standard encryption. Your access to this page verifies that your browser and encryption software meet these requirements.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® (available for downloading at <http://www.adobe.com>). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.

**System Requirements to Retain the Information.** To retain a copy of the Records, your system must have the ability to either download (e.g., to your hard disk drive) or print PDF files. In order to sign and return the share account signature card, you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the signature card, the related disclosures, agreements, and the instructions on plain white 8 x 11 inch paper.

Rev. 01/2019