

## **ONLINE BANKING PERSONAL FINANCIAL MANAGEMENT SERVICE AGREEMENT TERMS AND CONDITIONS**

This Online Banking Personal Financial Management Service Agreement Terms and Conditions ("Agreement") describes, defines and establishes the terms and conditions under which Hudson Valley Credit Union's Online Banking Personal Financial Management Service is offered to you. The Online Banking Personal Financial Management Service may be referred to as "PFM" or "Service." This Agreement is between Hudson Valley Credit Union (hereinafter referred to as "we, us, our or Credit Union") and any individual person (hereinafter referred to as "you, your, and yours") that we permit to use the Service subject to the terms and conditions of this Agreement. You understand that by using this Service, you agree to the terms and conditions of this Agreement. Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

We reserve the right to refuse enrollment, limit or suspend use of the Service to any member who does not meet the Service criteria which has been established by the Credit Union. Included in this criteria is a requirement that subscribers to this Service must live within the United States. The Credit Union may revoke, deny the ability to access to the Service, limit access, or limit transactions to the Service without advance notice to you.

**Service Description.** The Service is a personal finance information management service that allows you to input, consolidate and track your financial information pursuant to your direction. The Service is provided to you without charge (it is free) and is meant to provide you with your information to allow you to organize and manage your finances. The Service may be accessed either online or via your mobile device.

**General** (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Service.

(ii) User agrees to allow Financial Institution and its service providers (such providers, including Third Party, the "Service Providers"), its and their successors and assigns, and its and their third party service providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Service. 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 Service caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Service.

(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 Service; (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 service, 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, service, 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 service, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

**Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Service 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. You are responsible for all content you submit, upload, post or store through the Service.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree to indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Credit Union's or your use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND AND AGREE THAT HUDSON VALLEY CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HUDSON VALLEY CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT,

SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR HUDSON VALLEY CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**LIMITATION OF LIABILITY.** HUDSON VALLEY CREDIT UNION AND EACH THIRD PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE SERVICE OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICE, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

IN NO EVENT WILL ANY THIRD PARTY BE LIABLE HEREUNDER FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY MEMBER OR THE FEES PAID BY MEMBER FOR USE OF THE RESPECTIVE THIRD PARTY SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Financial Information.** You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**Not a Financial Planner, Broker or Tax Advisor.** NEITHER HUDSON VALLEY CREDIT UNION NOR THE SERVICE ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. HUDSON VALLEY CREDIT UNION IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service are intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

**Modifications.** Hudson Valley Credit Union reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service with or without notice. Hudson Valley Credit Union reserves the right to change the Service in our sole discretion and from time to time. If you do not agree to the changes after receiving a notice of the change to the Service, you may stop using the Service. Your use of the Service following a change of the Service will constitute your agreement to such change(s). You agree that Hudson Valley Credit Union shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Service.

Hudson Valley Credit Union may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on our website). You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

**Security.** Our web site takes reasonable precautions to protect our users' information by utilizing advanced security measures designed to maintain data security and integrity. When you submit sensitive information, including financial information, via the web site, your information is protected both online and off-line. However, no system is 100% secure, and you should use caution whenever submitting important information over the Internet, whether to our web site or to any other.

**Governing Law.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of New York, notwithstanding any conflict-of laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the New York.