

ESIGN Member Consent to Use Electronic Signatures and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND TO TRANSACT BUSINESS WITH US ELECTRONICALLY VIA DIGITAL BANKING.

PLEASE SCROLL TO READ THIS DISCLOSURE CAREFULLY. PRINT, EMAIL, OR SAVE A COPY FOR YOUR RECORDS.

Certain laws require us to provide application disclosures, periodic account statements, and account notices to you, and you have the right to receive these on paper. According to the Electronic Signatures in Global and National Commerce Act (ESIGN), MHV may provide this information to you electronically if we first present this ESIGN Member Consent to Use Electronic Signatures and Documents disclosure ("ESIGN Disclosure") and obtain your consent to receive electronic disclosures and to conduct transactions electronically.

Agreement to Receive Communications in Electronic Form

By agreeing to this ESIGN Disclosure, you are consenting to receive the following documents and notices electronically: Mobile Banking, Digital Banking, and Bill Pay Disclosure ("Digital Banking Disclosure"); any change in terms notices related to the Digital Banking Disclosure; and any notices related to any activities or transactions you conduct through Digital Banking. Your consent remains in effect until you give us notice that you are withdrawing it. By agreeing to this ESIGN Disclosure, you further agree that you will review completely any documents and notices provided electronically, including any attachments to such documents and notices. Notice to any account owner will be considered notice to all account owners.

This ESIGN disclosure is subject to the MHVCU Membership Terms and Conditions and all other disclosures we provide to you. Any conflicts between this ESIGN disclosure and the MHVCU Membership Terms and Conditions and the terms of the Membership Terms and Conditions shall control.

Form of Electronic Communications

All documents that we provide to you in electronic form will be provided either (1) via email, or (2) by access to a website or mobile application.

Withdrawal of Consent

If you decide that you do not want to continue receiving any future change in terms notices or notices related to any activities or transactions you conduct through Digital Banking electronically, or Bill Pay transaction-related notices, you can withdraw your consent. You may do this for Digital Banking by updating your statement delivery preferences in Digital Banking, by calling us or by visiting a branch. Any withdrawal of consent to receive disclosures and notices electronically will be effective only after we have a reasonable amount of time to process the withdrawal. If you change your election from electronic to paper statements, there may be a fee. Please refer to the MHV's Fee Schedule for fees relating to these services.

(1) Message and data rates may apply.

Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive all documents and notices electronically related to Digital Banking, you must have one or more of the following:

- a valid email address;
- a current version (defined below) of a web browser;

- a current version of our application (via the App Store(R) or Google Play(TM));
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader(R), for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows(R), MacOS(R), iOS, or Android(TM)) capable of supporting the above.

By "current version", we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Digital Banking. Contact us for details.

From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of Java Script or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

App Store(R) and MacOS are trademarks of Apple, Inc., registered in the U.S. and other countries.

Windows(R) is a registered trademark of Microsoft Corporation in the United States and/or other countries.

Google Play(TM) is a trademark of Google LLC. Adobe Acrobat Reader(R) is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

Access to Your Disclosures and Requesting Paper Copies

Even if you consent to receive documents electronically, you can always obtain a paper copy by requesting one or by printing the electronic document. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

Communications "in Writing"

All documents in either electronic or paper format from us to you will be considered "in writing." Please print or download for your records a copy of the Digital Banking Disclosure and any other document that is important to you.

Termination/Changes

We may discontinue the provision of electronic documents or terminate or change the terms and conditions under which we provide electronic documents. We will provide you with notice of any such termination or change if required by law.

By providing your consent, you are confirming that you have the hardware and software described above, that you are able to receive and review electronic documents, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, and delegates identified in respect of your MHV products and services.

These General Mobile Banking, Digital Banking, and Bill Pay Terms and Conditions apply equally to Mobile Banking, Digital Banking, and Bill Pay, except where the context indicates otherwise. For additional terms and conditions specific to Mobile Banking or Bill Pay, see below in the appropriate

section. By utilizing the services mentioned below you are providing your Expressed Consent to these terms and conditions and all other existing agreements with MHV including the Membership Terms and Conditions. Refer to the MHV's Fee Schedule for fees relating to these services. To discontinue any of these services, please contact us at 800.451.8373.

General Mobile Banking, Online Banking and Bill Pay Terms and Conditions

General Mobile Banking, Digital Banking, and Bill Pay Definitions

"Agreement" means the terms and conditions that pertain to the particular Service in which this defined term is used, or to this entire Mobile Banking, Digital Banking, and Bill Pay Terms and Conditions disclosure, where the context does not indicate a particular Service.

"Business Days" are Monday through Friday, except federal holidays.

"Mobile Banking" means any activity conducted by you on MHV's mobile app, including Bill Pay, and any future Services used by you on MHV's mobile app.

"Mid-Hudson Valley Federal Credit Union," "MHV," "we," "us," or "our" refers to Mid-Hudson Valley Federal Credit Union and its affiliates and Service Providers.

"Digital Banking" means any activity conducted by you on MHV's website, **mhvfcu.com**, including Bill Pay transactions and any future Services used by you on MHV's website.

"Service(s)" means any activity or functionality offered by MHV or its Service Providers through Mobile or Online Banking, including Bill Pay.

"Service Providers" means companies that we have engaged to render some or all of the Services to you on our behalf. (Including ClickSwitch and Q2)

"You," "your," "I," or "yourself" refers to the Member, trusted user, or joint account holder using the Services.

Access to All Existing and Future Accounts

With Mobile and Digital Banking, you will have access to all existing and future accounts on which you are the owner or joint owner. Subject to the terms herein, you may use the Service seven (7) days a week, twenty-four (24) hours a day,

MHV Digital Banking is a tool that allows you to quickly and securely manage your credit union accounts from the convenience of your personal computer online or mobile application through the Internet. To enroll for MHV Digital Banking, complete the application located on MHVFCU.COM. Your account will be available for use after the account verification is completed, usually within 1-2 business days. You are required to enroll in the multifactor authentication program and follow any posted device security requirements listed by MHV and subject to change from time to time. Subject to the terms herein, Digital Banking is generally accessible 24 hours a day, seven days a week except during any scheduled or unscheduled interruptions in the Service for maintenance, security, or other reasons. We reserve the right to suspend or terminate access for any reason without notice.

MHV may contact authorities when suspicious account activity or member security-related events occur. Access to and use of the Digital Banking service is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of these services or information accessed via these products is strictly prohibited.

You are solely responsible for controlling the safekeeping of, and access to, your login information to Digital Banking. You are liable for all transactions you authorize using the Digital Banking service. A transaction is

authorized if initiated by you or if you permit someone else to use the Service, your password, or your other credentials to access the Service, even if your permission was obtained through fraudulent means. You understand and agree that you must ensure that any transaction you authorize is made to a person or entity whose identity they have confirmed. You understand and agree that you will be responsible for all transactions that you initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

Your Account Ownership and Contact Information

You represent that you are the legal owner of the account and other financial information, which may be accessed via Digital Banking.

You represent and agree that all information you provide us in connection with Digital Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Digital Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date, and accurate.

Contacting You Via Your Cell Phone Number or Email Address

You must provide us a phone number and an email address to discuss your accounts with us. If you provide a cell phone number, MHV has your permission to contact you at that number about all your MHV accounts, including account servicing and collection purposes.

You're granting MHV permission to place automated, prerecorded, or artificial-voice non-marketing calls and text messages to that number. Messaging and data rates from your carrier may apply. You agree to promptly notify us if your contact information changes. Contact MHV for more information.

If you provide an email address, MHV has your permission to send you email messages using an automatic emailing system for commercial or transactional purposes. MHV may at any time request the following from you in relation to your Mobile or Digital Banking activities: electronic banking credentials, implementation of alternative risk control mechanisms, or may contact authorities when suspicious account activity or Member security-related events occur.

Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

Protecting Your Password and Ensuring the Security of Your Device

By applying for Digital Banking, you agree to accept responsibility for safeguarding and protecting your Password, Reset Question and Answer, Challenge Questions and Answers, or any other credentials used to

access Digital Banking. If you believe your password or other credentials have been lost or stolen, or that someone may attempt to use your Digital Banking Service without your consent or has transferred money without your permission, notify us at 800.451.8373

You agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials or allowed to use your Digital Banking Service, including any Bill Pay transactions.

In order to help prevent unauthorized transactions on Digital Banking, you also agree to ensure the security of the personal computer (PC) you own and/or use to access Digital Banking, and of any mobile device you use to access Digital Banking. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current.

You also agree that MHV may revoke Digital Banking if unauthorized Digital Banking occurs as a result of your negligence in safeguarding the Password, Reset Question and Answer, and Challenge Questions and Answers, or as a result of your negligence in ensuring the security of the PC you own and/or use to access MHV's Digital Banking Service, as described above, or of the mobile device used to access Digital Banking.

Push Notifications

When you are logged into Mid-Hudson Valley Federal Credit Union Digital Banking, you may receive a message asking if you would like to allow push notifications or have the ability to turn this feature on yourself. Push notifications are a way for an application to deliver information, including alerts, sounds and icon badges, to your mobile device. Push notifications can be delivered whether you are currently logged-in to and/or using the application and whether your device is in locked and/or in sleep mode. The following are examples of the types of push notifications we may send, depending on your account and/or your preferences:

- Account alerts regarding balance or transaction information.
- Information regarding offers available to you through Mid-Hudson Valley Federal Credit Union Digital Banking; and/or
- Other information related to your account. Mid-Hudson Valley Federal Credit Union does not charge a fee for sending push notifications, but fees may be imposed by your carrier or service provider depending on your data plan.

Transfers

Transfers are subject to these Terms and Conditions, MHV Membership Terms and Conditions, and all other MHV disclosures and Agreements. MHV Federal Credit Union reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this End User License Agreement, any additional agreement affecting the terms of your account(s), or federal and state law. You will also be held responsible for any additional fees charged in accordance with our Service Charge Schedule.

You may transfer funds to and from your available MHV accounts. You may also transfer funds externally utilizing Digital Banking services, please refer to the MHV Fee Schedule for details on associate fees.

For security reasons, MHV may impose limits on the number and dollar amount of transfers that you can make per day, subject to change at the discretion of MHV.

Internal Transfers

"Internal Transfers" are monetary transfers between your eligible accounts at MHV Federal Credit Union within digital banking. You may make one-time or recurring transfers between eligible accounts at MHV Federal Credit Union. Internal transfers are classified as funds transfers, member-to-member transfers and transfers using the Loan Payments function. Internal transfers initiated through digital banking before 11:59 P.M. (Eastern Time) are posted to your account the same day, seven days a week. Digital banking identifies transfers based upon the User ID of the user who made the transfer.

External Transfers

"External Transfers" are monetary transfers initiated within digital banking to and from accounts that you are an authorized signer on at MHV Federal Credit Union and an external U.S. based Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated MHV Federal Credit Union loans and lines of credit. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law and that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this service will be verified in accordance with our procedures. By accepting these terms, you are authorizing MHV Federal Credit Union to electronically initiate a single or multiple recurring ACH/electronic withdrawals from the account(s) provided, on the date and frequency input, for the amount entered. The authority is to remain in full force and in effect until the authorization is cancelled by you (the member) through online or mobile banking. When you add an external account, we will either send two small micro deposits to your external account and then perform a single withdrawal of the micro deposits in the same total amount as an offset or you can connect your external account by logging in using the credentials of that financial institution using a connector application (plaid). You must demonstrate that you have access to the external account by correctly reporting the amounts of the micro deposits within MHV Federal Credit Union Digital Banking. We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to require an additional verification to authorize the transaction, using Multi-Factor Authentication (MFA). We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount or prior to crediting your MHV account from your external funding account.

External Transfer limits are set by Mid-Hudson Valley Federal Credit Union. Mid-Hudson Valley Federal Credit Union reserves the right to change or lower these limits at their discretion. In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been made available, but cannot be funded, and we are unable to settle the transaction with either the debited or the credited account, we reserve the right, and you authorize us, to debit any of your MHV accounts (including joint accounts) to the extent necessary to offset any resulting deficiency. While most transactions will be prefunded, we reserve the right to resubmit a debit in the event of an insufficient or uncollected funds return. If we are unable to recover from you, then the recovery process set forth in your Account Terms and Agreements will apply. An External Transfer must be properly submitted using the service by 4:00 P.M. Eastern Time to be processed the same Business Day and will post to the receiving account, loan, or line of credit no later than three business days after the "Transfer On" date, otherwise it will be processed on the following Business Day and post no later than four business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date. With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Service Charge Schedule.

You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar items in the future. ACH payments are governed by the rules of the National Automated Clearing House Association. In general, External Transfers (either one-time or recurring) may have the ability to be canceled on the business day they are scheduled to be processed by logging into your digital banking to verify if the transaction has already been processed.

Our Liability for Failure to Make Transfers

MHV will use reasonable efforts to complete all your transfers properly. If MHV does not complete a transfer to or from your account on time, in the correct amount, or to the correct recipient in accordance with your payment instructions, according to our Agreement with you, we may be liable for your losses or damages. MHV's liability is limited; we will not be liable for indirect, special, or consequential damages.

There are some instances when we will NOT be liable, for example, if:

- through no fault of ours, you do not have sufficient available funds in your account to make the transfer;
- the funds in your account are subject to legal process, such as garnishment or attachment;
- the account is subject to a pledge or security agreement;
- despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer
- for Bill Pay, the Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction or the Payment Instruction;
- for Bill Pay, you have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;

For Bill Pay, provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instruction, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

Transaction Fees

Please see the MHV Fees Schedule at mhvfcu.com for fees charged for other transactions and optional services. MHV reserves the right to charge for Digital Banking, including Bill Pay. You will be given at least twenty-one (21) days advance notice before MHV implements any new fees for Digital Banking or Bill Pay.

Complete Agreement, Severability, Headings, Survival, and Inconsistencies

In addition to this Agreement, in connection with your use of the Service, you also remain subject to your Membership and Account Agreement and other contracts and disclosures applicable to your membership with us, the terms of which are incorporated herein. If the terms and conditions of this Agreement conflict with the terms and conditions contained in your Membership and Account Agreement, or other contracts and disclosures applicable to your membership with us, the terms and conditions in the Membership and Account Agreement will govern to the extent of any inconsistency. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in your Membership and Account Agreement.

No Waiver

We shall not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Assignment

You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Amendments

We may amend this Agreement and any applicable fees and charges for the Services at any time by posting a revised version on our website, **mhvfcu.com**, unless a different manner of notice is required by applicable law or your Membership Terms and Conditions and other contracts and disclosures applicable to your membership with us. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision, or if a delayed effective date is required by applicable law or your Membership Terms and Conditions and additional agreements applicable to your membership with us. Any use of the Services after a notice of change or after the posting of a revised version of this Agreement on **mhvfcu.com** will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material, and limit access to only the Services' more recent revisions, updates, upgrades, or enhancements.

Service Cancellation, Termination, or Suspension

If you wish to cancel the Service, you may contact us as set forth in, "Your Liability for Unauthorized Electronic Funds Transfers," above. Any payment(s) that has/have begun processing before the requested cancellation date will be processed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service is canceled.

You agree that we may terminate or suspend your use of the Service(s) at any time and for any reason or no reason. Any payment(s) that we have already processed before the termination or suspension date will be completed by us. All Scheduled Payments (including recurring payments) will not be processed once the Service(s) is/are terminated or suspended.

Neither termination nor suspension shall affect your liability or obligations under this Agreement.

MHV reserves the right to deny access to any one or more account(s) or to the Service(s) or any part thereof, or to deny the processing of transactions, in order to prevent or stop fraud or illegal activity or to maintain or restore security or performance to the Site or any other MHV system. We may do so if we reasonably believe your account(s) has been or may be used by an unauthorized person(s) or for fraudulent or illegal activity. We may try to notify you in advance, but cannot guarantee we will do so.

MHV reserves the right to revoke or refuse Digital Banking Services. We may cancel your Digital Banking Services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses.

Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of the Site, the MHV website, and/or the Service(s); notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Service(s) to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, MHV website, and/or use of the Service(s) for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Indemnification

You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your use of MHV's mobile app or website, and/or the Services offered through Mobile or Online Banking.

Relationship to Other Agreements

You agree that when you use Digital Banking Services, you will remain subject to the terms and conditions of all existing agreements with our affiliates and us. You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Digital Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions.

Intellectual Property

All marks and logos related to the Service(s) are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service(s) or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service(s), that portion of the MHV website and/or the Site through which the Service(s) is/are offered, the technology related to the MHV website, the Site and Service(s), and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the MHV website, the Site, or Service(s) shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right, and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Exclusions of Warranties

THE MHV WEBSITE, THE SITE AND SERVICE(S), AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED 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 MHV WEBSITE AND THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF 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.

Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE(S) AND THE PORTION OF THE MHV WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE(S) MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME FOR REASONS INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE(S), WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT AND SOFTWARE MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR 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(S) CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, 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, INABILITY TO USE, OR MAINTENANCE OF THE SERVICE(S) OR THE PORTION OF MHV'S WEBSITE OR THE SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR 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(S) OR THE PORTION OF THE MHV WEBSITE OR SITE THROUGH WHICH THE SERVICE(S) IS/ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN MHV MEMBERSHIP TERMS AND CONDITIONS WITHIN ONE (1) YEAR OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED, OR THE MINIMUM AMOUNT OF TIME THAT CAN BE CONTRACTUALLY AGREED TO UNDER APPLICABLE LAW, WHICHEVER IS GREATER. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Mid Hudson Valley Federal Credit Union Mobile Deposit Capture Terms and Conditions

Definitions:

"Business Day" is defined as Monday through Friday from 8am - 6pm, excluding federal holidays

"Service(s)" refers to MHVFCU's Mobile Deposit Capture

"Deposit Confirmation" Deposit image presented was received for processing. Confirmation does not mean that the image contains no errors, nor does it mean it was deposited to your account.

"Deposit Acceptance" Deposit image presented was deposited into account according to MHV's funds availability schedule found at www.mhvfcu.com/disclosures/.

Acceptance and Use of Service

This Service allows members in good standing to deposit eligible items into MHV saving and checking accounts utilizing a compatible mobile device which images and delivers the images and associated deposit information to MHV electronically. In order to utilize this Service, member must obtain and maintain compatible mobile device at member's expense. MHV is not responsible for the functionality or maintenance of any third party hardware or software you may need to use this Service. Use of this Service constitutes your acceptance of all terms and conditions in this Agreement. Please read this Agreement carefully and keep a copy for your records.

Eligible Items

You agree to present for deposit only "checks " as that term is defined in the Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.

Ineligible Items

You agree that you will not use this Service to present for deposit any ineligible items including but not limited to the following:

- Checks or items payable to any person or entity other than you
- Post dated checks (Checks dated in the future)
- Stale dated checks (Checks dated more than 6 months prior to the date of deposit)
- Checks or items containing an obvious alteration to any of the fields on the front of the check or items which you know or suspect, or should know or suspect to be fraudulent
- Checks or items drawn or otherwise issued on any of your MHV accounts
- Checks previously converted to a substitute check, as defined in Regulation CC
- Checks or items not payable in United States currency
- Items drawn on financial institutions located outside the United States
- Money orders and travelers checks
- American Express Gift Cheques
- Savings bonds
- Checks from another financial institution to a closed account

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend, or revoke services

immediately and at any time without prior notice to you. In the event this service is not available to you, you acknowledge that you can deposit your check at a branch location, through a participating ATM or by mail.

Charges or Fees

MHV does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on our current Fee Schedule for a returned check. If there are not sufficient available funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment immediately. You agree that MHV may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations or restrictions, and that MHV may contact you via your wireless device for any purpose concerning your accounts at MHV, including but not limited to account servicing and collection purposes.

Image Quality

The image of the item presented to MHV must be clearly legible and must comply with all standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve and any other regulatory agency, clearing house or association.

Endorsement Requirement

You agree to properly endorse all items, which includes specifying "For Mobile Deposit" beneath the endorsement(s). MHV reserves the right to reject all items that are not endorsed as specified, and to revoke Service if this is not done. Any loss MHV incurs from a delay or processing error resulting from an irregular endorsement or other markings will be the member's responsibility.

Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the personal device utilized to access the Service, including but not limited to keeping software current and securing the physical device from theft and/or unauthorized use.

Deposit Limits

Deposits made using the Service are limited to \$10,000 per business day. You must receive a Deposit Acceptance during normal business hours for a deposit to be considered that day. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposits will still be subject to the terms of this Agreement and we will not be obligated to allow such deposits at other times.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. An image is considered received when we transmit to you a Deposit Confirmation. However, such notification does not mean that the transmission was without error. Once an item is reviewed and approved you will receive a Deposit Acceptance.

Availability of Funds

Deposits made during our normal business hours will follow MHV's posted Funds Availability Policy, after receipt of Deposit Acceptance. Deposits made outside of normal business hours will be reviewed the next business day.

Provisional Credit

Credit given for the item presented is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service, including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to MHV for deposit, you agree to indemnify and reimburse MHV and hold MHV harmless from and against any and all losses, costs and expenses.

Method of Presentment

The manner in which items are cleared, presented for payment and collected shall be at MHV's sole discretion.

Retention and Disposal of Items

You agree to retain each item, in a secure manner, no fewer than two business days after receiving your Deposit Acceptance and your funds have cleared into your account with no holds. You will promptly provide any retained item to MHV as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. After this time, you will mark items prominently as "VOID" and dispose of the item in a way that prevents representing for payment.

Limitation of Liability

MHV's liability for errors or omissions with respect to the data transmitted or printed by MHV will be limited to correcting the error or omission.

Disclaimer of Warranties

MHV's representations, warranties, obligations and liabilities and your rights and remedies set forth in this Agreement are exclusive. The software is provided by MHV and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the service, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that the services (a) will meet your requirements; (b) will be uninterrupted, timely, secure or error free; (c) that the results that may be obtained from the service will be accurate or reliable; and (d) that any errors in the service or technology will be corrected. MHV reserves the right to terminate your service at any time for any reason.

User Warranties and Indemnification

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the item presented. You are solely responsible if you intentionally or unintentionally submit fraudulent, incorrect or illegible images to us. It is your duty to notify us of any incorrect amount deposited to your account. If you fail to notify MHV of an incorrect deposit and the funds are withdrawn you are liable to us for the amount of the funds as well as any associated attorney costs and fees. You warrant to MHV that:

- You will only transmit eligible items that are properly endorsed, and includes specifying "For Mobile Deposit" beneath the endorsement(s)
- Images will meet the image quality standards and the amount, payee(s), signatures(s) and endorsement(s) on the image and on the original check are legible, genuine and accurate
- You will not transmit duplicate items
- You will not deposit or re-present the original item once it has been presented through this Service, unless specifically requested to do so by MHV

- All information you provide to MHV is accurate and true
- MHV will not sustain a loss because you have deposited an image
- You will comply with this Agreement and all applicable rules, laws and regulations
- Items you transmit do not contain malicious software

Change in Terms

MHV reserves the right to change or terminate this Agreement without notice at any time. Your continued use of this Service constitutes your acceptance of any such changes to this Agreement.

Compliance with Law

You will use Mobile Deposit Capture for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Governing Law

This Agreement supplements all other agreements with MHV, including the MHV Members Terms and Conditions. Together they constitute the entire Agreement between you and MHV with respect to this Service. You may not assign this Agreement. This Agreement is governed by the laws of the State of New York and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

THIRD PARTY PROVIDERS:

Bill Pay (Optional service)

This section provides information and additional terms and conditions for use of MHV's Bill Pay Service. You will find definitions of terms used for Bill Pay, and provisions that provide you necessary information related to failed, returned, or refused transactions; prohibited payments; information authorization; scheduling payments; guarantee of the service and exceptions to payments; cancellation and stop payments; electronic bill payments; payment authorization and initiation of payment instructions; and receiving payments.

Bill Pay Definitions

- **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (E-Bills), as the case may be.
- **"Billing Account"** is your primary checking account from which any Service fees, excluding the optional Rush Delivery fee, will automatically be debited.
- **"Due Date"** is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- **"Payment Account"** is the checking account from which bill payments will be debited. If you use the optional Rush Delivery service, the Rush Delivery fee will automatically be debited from this account.
- **"Payment Instruction"** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

- **"Rush Delivery"** is an optional service available with participating Billers that allows you to initiate payment for expedited processing for an additional fee.
- **"Scheduled Payment"** is a payment that has been scheduled through the Service but has not begun processing.
- **"Payment Date"** is the scheduled date of the payment or the next payment date for a recurring payment series.
- **"Service"** means, in this Bill Pay Terms and Conditions section, MHV's Bill Pay Service, offered through our Service Provider(s).
- **"Site"** means the portion of MHV's website, **com**, or mobile app through which the Bill Pay Service is offered.

Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. The Service Provider will be processing Bill Pay payments. You agree that we have the right under this Agreement to delegate to Service Providers all the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. MHV, in our sole discretion, reserves the right to change Bill Pay Service Providers.

The Service Providers are independent contractors for all purposes, except that they act as your agent with respect to the custody of your funds for the Service. The Service Providers do not have control of, or liability for, any products or services that are paid for with the Service. The Service Providers also do not guarantee the identity of any user of the Service (including, but not limited to, Receivers to whom you send payments).

United States Address

To be enrolled in the Service, you must have a United States mailing address, a FPO or APO address, or an address in one of the following U.S. territories and/or possessions: American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Island, Palau, Puerto Rico, or the Virgin Islands.

MHV reserves the right to refuse the designation of a Payee for any reason.

The bill payment service allows you to pay bills out of a designated checking account on a one-time or periodic basis to payees that you designate, subject to the limitations set by Mid-Hudson Valley Federal Credit Union. Mid-Hudson Valley Federal Credit Union and reserves the right to change or lower these limits at their discretion. To enroll for MHV Bill Pay, complete the Bill Pay enrollment process located in MHV Digital Banking.

Failed or Returned Transactions

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the withdrawal from your Payment Account or your Eligible Transaction Account, as the case may be, for any reason (for example, there are insufficient available funds in your Payment Account or Eligible Transaction Account to cover the transaction, or the transaction would exceed the credit or overdraft protection limit of your Payment Account or Eligible Transaction Account), the payment may not be made. In some instances, you will receive a return notice from us. In each such case, you agree that:

- you will reimburse us immediately upon demand for the transaction amount that has been returned to the Service;
- you will reimburse us immediately upon demand for any transaction amount paid by the Service;

- we may charge you an Insufficient Funds (Paid) fee in accordance with our Schedule of Fees and Charges available at **com** if the payment is paid;
- we may charge you an Insufficient Funds (Returned) fee in accordance with our Schedule of Fees and Charges available at **com** if the payment is returned;
- you will reimburse us for any fees we incur in attempting to collect the transaction amount from you that was paid by the Service;
- to recover the transaction amount paid by the Service, we may withdraw the transaction amount from any share accounts on which you are a primary or joint owner;
- to recover the transaction amount paid by the Service, we may draw on the available balance on any line of credit accounts on which you are a primary or joint owner;
- we may impose a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any amounts not reimbursed to us within fifteen (15) days of the initial demand; and
- we are authorized to report the facts concerning the failed or returned transaction to any consumer credit reporting agency.

Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States or its territories);
- Payments that violate any law, statute, ordinance, or regulation;
- Payments that violate MHV Terms and Conditions and/or any other disclosure provided by MHV including this agreement.
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes;
- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or

possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services;

- Tax payments and court-ordered payments.
- Payments that violate MHV Terms and Conditions and Policies and
- Payments used in any manner that could damage, disable, overburden or impair MHV or any service provider in relation to this product or interfere with any other party's use and enjoyment of such service.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted, or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in paragraph 7 of this "Bill Pay Terms and Conditions" section of any violations of this paragraph or the Agreement generally. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Service(s), regardless of the purpose of the use, and for all communications you send through the Service(s). We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service(s) for communications or activities that: (a) violate any law, statute, ordinance, or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Site or Service(s), or interfere or attempt to interfere, with the Site or Service(s); or (j) may cause us or our Service Providers to lose any of the services from our Internet Service Providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described any of this "Bill Pay Terms and Conditions" section of any violations of this paragraph or the Agreement generally.

Bill Pay Payments:

- Can be scheduled only out of your MHV checking account
- Will be reflected on your statement as an electronic ACH withdrawal from your account

- Payments cannot exceed maximum limits that are set by Mid-Hudson Valley Federal Credit Union
- Electronic payees receive payment information in an electronic format, while non-electronic payees receive a paper check sent through the U.S. Postal Service
- For payments to be processed, there must be sufficient available balance in your checking account from the date of the scheduled payment which is the date the ACH is withdrawn from your account.
- Will notify you of the date the payee will receive the payment prior to you approving the payment.
- May be stopped, canceled, edited or deleted and will require you to login to your bill pay to view available options.
- Remitted electronically cannot be stopped once processed but may have the option to be canceled and will require you to login to your bill pay to view if the option is available.
- Not negotiated within 90 days will be voided and refunded to the originating account.

MHV is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. MHV will not be responsible for any late fees, penalties, or losses that may be incurred for payments that are not allowable or are incomplete or incorrect.

You agree to have available on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to MHV. MHV reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient available funds in the Account and MHV has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that MHV, at its option, may charge any of your accounts to cover such payment obligations.

You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. MHV is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. MHV is not liable for any failure to make a Bill Payment if you fail to promptly notify MHV after you learn that you have not received credit from a Payee for a Bill Payment. MHV is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond MHV's reasonable control.

Mobile Phone Users

Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

Information Authorization

Your enrollment in the Service may not be fulfilled if we or the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we or the Service reserve the right to request a review of your credit rating at our or its own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including (without limitation) financial information and transaction history regarding your Payment Account or Eligible Transaction Account. In addition, you agree that the Service reserves the right to

obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders, and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the MHV website and the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit compliance, and audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, and system analysis, and to analyze the performance of the Service.

Charges or Fees

The Bill Pay service is provided to you at no cost. Charges for other transactions and optional services (e.g., non-sufficient funds, stop payment, rush, gift or overdraft fees are specified in MHV's Fee Schedule, which can be found at mhvfcu.com.)

You agree to pay such fees and charges and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or internet service fees that may be assessed by your telephone utility and/or internet service provider.

Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Payment Methods and Amounts

There are limits on the amount of money or gift value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

Information Authorization

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our

Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

Exception Payments

Tax payments and court-ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied or misdirected payments will be the sole responsibility of you and not of the Service.

Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another trusted user of the Service.

Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment, including recurring payments, by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, if a stop payment or cancellation is available, it will be an available option within the bill pay portal.

Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us at 800.451.8373. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the Schedule of Fees and Charges, which can be found on the MHV Website (www.mhvfcu.com)

Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Electronic Bill (E-Bill) Delivery and Presentment

This feature is for the presentment of electronic bills (E-Bills) only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller-The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about Service and/or bill information.

Activation-Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data-Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification-The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification-The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill

delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of electronic bill(s)-You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill-The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to: Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

ClickSwitch (Optional Service)

In addition to the Terms, in connection with your use of the Service, you also remain subject to your Membership and Account Agreement and other contracts and disclosures applicable to your membership with us, the terms of which are incorporated herein. If the Terms conflict with the terms and conditions contained in your Membership and Account Agreement, or other contracts and disclosures applicable to your membership with us, the terms and conditions in the Membership and Account Agreement will govern to the extent of any inconsistency. Notwithstanding anything to the contrary, the Terms are not intended to modify any disclosures or other terms that are required by law and that are provided by us in your Membership and Account Agreement.

1. Account Switch Service

The Service is a personal finance management service that allows you to move your automatic transactions from accounts at existing financial institutions ("Existing Financial Institutions") to your accounts at a new financial institution ("New Financial Institution") or set up new automatic transactions (including online payments, automated payments and direct deposits) at a New Financial Institution. The Service is provided to you by Q2 without charge. The term "you" or "your" refers to you and, if applicable, the company or legal entity that you represent. The term "we", "us" or "our" refers to Q2.

2. Privacy and your Personal Information.

We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](#), and to have such information collected, used, transferred to and processed in the United States. Neither Q2 nor the New Financial Institution can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

3. Account Information from Existing Financial Institutions.

With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Q2 to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content ("Account Information"), maintained online by Existing Financial Institutions with

which you have customer relationships, maintain accounts or engage in financial transactions. Q2 works with one or more online financial service providers ("Third Party Providers") under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Q2 makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

4. Your Responsibilities and Agreements.

You may not access or use the Service if you are not of legal age to form a binding contract with Q2. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in Section 6 and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable Q2 to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our "add account" setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

5. Protecting Your Registration Information.

You agree and understand that you are responsible for maintaining the confidentiality of your Q2 password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your "Registration Information." It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify Q2 immediately at **866-410-6761, option 2.**

6. Your Use of the Service.

You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing

Financial Institutions to your accounts at the New Financial Institution, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at your New Financial Institution.

You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Q2 or the New Financial Institutions, in their sole discretion, may elect to take.

7. Use with Your Access Device.

Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. Q2 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. Online Alerts.

Q2 may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor the New Financial Institution shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. Disclaimer of Representations and Warranties.

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. Q2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE

CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. Q2 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Q2 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

10. Not a Financial Planner, Broker or Tax Advisor.

NEITHER Q2 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Q2 IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and the New Financial Institution. 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.

11. Rights You Grant to Q2 in Connection with Switch Assist.

By submitting Account Information to Q2 through the Switch Assist feature of the Service, you are licensing the Account Information to Q2 solely for the purpose of providing the Service. Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Q2 to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

12. Power of Attorney.

For purposes of these Terms and solely to provide to you the Service, you grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, New Financial Institution's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

13. Feedback.

You agree that Q2 may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Q2 a perpetual,

worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Q2 in any way. Q2 will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

14. Intellectual Property Rights.

The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The Service and its contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

15. Access and Interference.

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Q2's express written consent, which may be withheld in Q2's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

16. Limitations on Liability.

Q2 AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF Q2 AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, Q2'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

17. Your Indemnification of Q2 and its licensor(s).

You agree to defend, indemnify and hold harmless Q2, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and the New Financial Institution, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

18. Modifications.

Q2 may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the Q2 site. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

19. Termination of your account and the Service.

Q2 may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your Q2 account for the Service, you may discontinue your use of the Service by calling **866-410-6761, option 2** to express your request, or by sending mail to the following postal address:

Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20. Governing Law

These Terms, and your relationship with Q2 under these Terms, shall be governed by the laws of the State of Texas without regard to its conflict or choice of law provisions. Further, you and we agree to the jurisdiction of the state and federal courts located in Travis County, Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your use of or access to the Services and is not subject to mandatory arbitration under Section 22.

21. Waiver of Jury Trial and Class Action Waiver.

YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH Q2, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY. In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts located in Travis County, Texas.

22. Arbitration

Arbitration and Class Action Waiver: You and we agree that both of us shall attempt to informally settle any and all disputes arising out of, affecting, or relating in any way to your accounts, or the products or services that we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us, including loans made to you, unless otherwise exempt from arbitration (hereafter referred to as the "Claims"). Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Class Action Waiver provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website at www.adr.org; or, a copy of the Rules can be obtained at any Empower branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT) AND YOU WILL GIVE UP YOUR RIGHT TO HAVE YOUR CLAIM DECIDED BY A JURY. This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (1) actions that are initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (2) actions initiated by or against "covered borrowers" under the Military Lending Act; (3) claims involving residential mortgage secured loans covered by Regulation Z; and (4) any other claims where arbitration is now or may be prohibited by law. - Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims or declines to administer arbitration of the Claims for any reason, and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claims. - Effective Date. This Arbitration Agreement is effective upon the date that we provide it to you or the date you execute an application to open an account at MHV, whichever is earlier. ("Effective Date"). - Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The Arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. We shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA (or the applicable arbitration forum). However, you will be responsible for your own attorneys' fees. The Arbitrator

shall be entitled to award the prevailing party attorneys' fees and costs if provided for under applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. - Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court. - Class Action Waiver. ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. - Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

Limitation of Time to Commence Action: Any action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account(s) or any account service must be commenced within either: (1) one year after the cause of action accrues, or (2) the minimum amount of time that can be contractually agreed to under applicable law, whichever is greater.

23. Assignment.

These Terms and your access and use of the Service is not assignable, transferable or sublicensable by you except with Q2's prior written consent. Q2 may transfer, assign or delegate these Terms and its rights and obligations without consent.

24. Miscellaneous.

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Q2 does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Q2 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Q2. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Q2 regarding the subject matter of the same and supersede all other previous agreements.

Contact.

Please contact us at **866-410-6761, option 2** with any questions regarding these Terms.

CardSwap (Optional Service)

The following terms and conditions (the "Terms of Service") constitute a binding agreement between you and **Mid-Hudson Valley Federal Credit Union** and its licensors (collectively "We", "Us" or "Our") with respect to your use of the Q2 CardSwap software (the "Software"), and the Service (as defined in Section 5.1 below) (collectively the "Services"). **By accessing or using the Services in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OUR TERMS OF SERVICE AND OUR PRIVACY POLICY WHICH IS INCORPORATED HEREIN BY REFERENCE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.**

1. **Changes to Terms of Service.** We may revise and update these Terms of Service from time to time in Our sole discretion by posting a revised version that you will review and accept during time of logging in to digital banking, unless a different manner of notice is required by applicable law or your Membership Terms and Conditions and other contracts and disclosures applicable to your membership with us. All changes are effective when they are posted, unless a delayed effective date is expressly stated in the revision, or if a delayed effective date is required by applicable law or your Membership Terms and Conditions and additional agreements applicable to your membership with us. The revised Terms of Service apply to all access to and use of the Services following the effective date. Your continued use of the Services following the effective date means that you accept and agree to the changes.
2. **Scope of and Restrictions on Use.** Subject to these Terms of Service, We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use. Except as otherwise provided in these Terms of Service, the Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You agree not to:
 - collect information from the Services using an automated software tool or manually on a mass basis;
 - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
 - obtain, or attempt to obtain, access to areas of the Services or Our systems that are not intended for access by you;
 - "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or Our systems;
 - restrict or inhibit other users from accessing or using the Services;
 - modify or delete any copyright, trademark, or other proprietary rights notices that appear in the Software; or
 - access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Software, you further agree not to:

- copy the Software
 - modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
 - reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
 - rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; or
 - remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.
3. **Ownership.** The Services and the Content are licensed or owned by Us and Our licensors and are protected under copyright, trademark, and other applicable United States and international laws and

treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the Software are registered and unregistered marks of Ours and Our licensors. The Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Us, We are and shall remain the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

4. **Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Us of any unauthorized use of your account, if you believe your password or other credentials to access the Services have been lost or stolen, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

5. **Payment Service**

- **Payee Account Information.** In order to use the Service, you will need to link your accounts on Payee Sites to the Payment Service by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide the Payment Service to you and to configure the Payment Service so that it is compatible with the applicable Payee Sites. You represent and warrant to Us that you are the legal owner of any accounts on Payee Sites that you access via the Payment Service and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.
- **Limitations.** You acknowledge and agree that: (a) some Payees may not allow Us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of the Service and prevent or delay swapping to such Payees; (c) certain Payees may not accept swapping from all types of funding sources (for example, not all Payee Sites may accept credit cards); and (d) We may, in Our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Service. A swap will occur with the SAMPLE(Mid-Hudson Valley FCU) debit SAMPLE credit card that you link in CardSwap. Not responsible for loss of service if card on file is declined for any reason.
- **Swap Delays and Errors.** *A swap will occur with the Mid-Hudson Valley Federal Credit Union debit or credit card that you link in CardSwap. We are not responsible for loss of service if the card on file is declined for any reason.*
You are solely liable for errors you make in using the Service. Without limiting the foregoing, We will not be responsible or liable: (a) if a Funding Account you specify as a payment source is closed or does not contain sufficient funds to complete a transaction; (b) if a payment is rejected, returned, mishandled, closed account, or delayed by the Payee or Us for any reason; or (c) due to (i) any unavailability of the Payment Service for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond Our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).
- **Unauthorized Transactions.** You must notify Us immediately if you suspect or believe that a transaction has occurred through the Service that you did not authorize. In an effort to manage Our risk, We and Our service providers may, but are not required to, monitor your transactions

and processing activity for high-risk practices or for fraudulent transactions.

You understand and agree that you are responsible for all transfers you authorize using the Service. A transaction is authorized if initiated by you or if you permit someone else to use the Service, your password, or your other credentials to access the Service, even if your permission was obtained through fraudulent means. You understand and agree that you must ensure that any transaction you authorize is made to a person or entity whose identity they have confirmed. You understand and agree that you will be responsible for all transactions that you initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate.

6. **Electronic Communications.** The communications between you and Us via the Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.
7. **Privacy Policy.** You acknowledge and agree that all information collected by Us is subject to Our Privacy Policy <https://www.mhvfcu.com/disclosures/>. By using the Services, you consent to all actions We take with respect to your information in compliance with Our Privacy Policy.
8. **Software Updates.** We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services.
9. **Change and Suspension.**
 - **Changes to the Services.** We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.
 - **Suspension/Termination of Access.** We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that We suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

In the event We terminate your account, any transactions to Payees that We have processed before the termination date may be completed, however you should verify that such transactions have been completed directly with your intended Payee. We are not responsible for any payments not completed by Us as a result of termination.

10. **Disclaimer; Limitation of Liability.**

- **Disclaimer of Warranties.** THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.
- **Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you. In such states, Our liability is limited to the maximum extent permitted by law.

11. **Indemnification.** You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with the Payment Service or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

12. **Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

13. **Third Party Platforms.** We may provide the Services to you through the Payees Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.
14. **U.S. Export Controls.** The Software may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.
15. **Miscellaneous.**
- **Geographic Restrictions.** We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
 - **Governing Law; Jurisdiction and Venue.** These Terms of Service and any dispute or claim arising out of or related to these Terms of Service, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of New York. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be subject to the Arbitration and Class Action Waiver provision in your Membership and Account Agreement. However, if arbitration does not apply, any such legal suit, action, or proceeding shall be instituted exclusively in the federal or state courts located in Ulster County, New York. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
 - **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT MUST BE COMMENCED within either: (1) one year after the cause of action accrues, or (2) the minimum amount of time that can be contractually agreed to under applicable law, whichever is greater, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
 - **Waiver of Jury Trial.** YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT.
 - **Waiver and Severability.** Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.

- **Entire Agreement** Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be subject to the Arbitration and Class Action Waiver provision in your Membership and Account Agreement. However, if arbitration does not apply, any such legal suit, action, or proceeding shall be instituted exclusively in the federal or state courts located in Ulster County, New York. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

By clicking or tapping "I Agree," you confirm:

1. you have read and agree to the ESIGN Member Consent to Use Electronic Signatures and Documents;
2. you have read and agree to the Digital Banking, and Bill Pay Terms and Conditions above;
3. you consent to receive disclosures and other related notices electronically in connection with Digital Banking and you have the ability to view, save, or print PDF files on your internet access device; and
4. you have access to MHV Digital Banking with an ISP and are able to send and receive email.