



ONLINE BANKING SERVICES



TABLE OF CONTENTS

ONLINE BANKING SERVICE TERMS AND CONDITIONS	6
A. DEFINITIONS	6
B. TERMS AND CONDITIONS	7
C. GENERAL	7
D. YOU AGREE	7
E. ACCESS REQUIREMENTS	7
F. AUTHORIZATIONS	8
G. NEW ACCOUNTS	8
H. USA PATRIOT ACT NOTICE: IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT.....	8
I. NOTICE REGARDING UNLAWFUL INTERNET GAMBLING TRANSACTIONS	8
J. HYPERLINKS	8
K. CHANGE OF ADDRESS	9
L. CALLS TO YOU	9
M. E-MAIL: SECURE MESSAGING	9
N. USE OF PERSONAL FINANCIAL MANAGEMENT (PFM) SOFTWARE	9
O. EXTERNAL TRANSFERS	10
P. ENDING THE BANK’S ONLINE BANKING SERVICE AGREEMENT	10
Q. AMENDMENTS TO THIS AGREEMENT.....	10
R. SUCCESSORS AND ASSIGNMENT	10
S. NO WARRANTY	11
T. ACTIONS BEYOND OUR CONTROL	11
U. INDEMNIFICATION	11
V. GOVERNING LAW AND VENUE	11
W. TERMINATION AND SEVERABILITY	11
X. AGREEMENT TO TERMS AND CONDITIONS	11
ONLINE BILL PAYMENT SERVICES – AUTHORIZATION & AGREEMENT	12
A. TERMS AND CONDITIONS	12
B. BILL PAYMENT SERVICES SPECIFIC DEFINITIONS	12
C. THE BILL PAYMENT SERVICE	13
D. REPRESENTATION AND ADDITIONAL TERMS.....	13
E. FEES.....	13
F. PAYMENT SCHEDULING	13
G. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE	14

1.	INSUFFICIENT FUNDS.....	14
2.	MALFUNCTION OF BANK OR BILL SERVICE PROVIDER	14
3.	INCORRECT PAYMENT INFORMATION	14
H.	PAYMENT METHODS.....	14
1.	AN ELECTRONIC PAYMENT	14
2.	A LASER DRAFT PAYMENT	15
I.	PAYMENT CANCELLATION REQUESTS.....	15
J.	STOP PAYMENT REQUESTS	15
K.	PROHIBITED PAYMENTS.....	16
L.	EXCEPTION PAYMENTS	16
M.	BILL DELIVERY AND PRESENTMENT	16
1.	INFORMATION PROVIDED TO THE BILLER.....	16
2.	ACTIVATION	16
3.	AUTHORIZATION TO OBTAIN BILL DATA	17
4.	NOTIFICATION	17
5.	CANCELLATION OF ELECTRONIC BILL NOTIFICATION	17
6.	NON-DELIVERY OF ELECTRONIC BILL(S).....	17
7.	ACCURACY AND DISPUTE OF ELECTRONIC BILL(S)	17
N.	FAILED OR RETURNED TRANSACTIONS.....	18
1.	RIGHT OF SET OFF.....	18
2.	YOUR REQUIREMENT TO REIMBURSE US FOR RETURNED ITEMS AND OVERDRAFTS	18
3.	YOUR REQUIREMENT TO REIMBURSE US FOR COLLECTION COSTS.....	18
4.	OUR RIGHT TO REPORT YOU FOR UNREIMBURSED PAYMENTS	18
O.	BILL PAYMENT SERVICE TERMINATION, CANCELLATION, OR SUSPENSION	18
P.	BILLER LIMITATION	19
Q.	RETURNED PAYMENTS.....	19
R.	INFORMATION AUTHORIZATION	19
S.	AMENDMENTS TO THIS AGREEMENT	19
T.	SUCCESSORS AND ASSIGNMENT	19
U.	NO WARRANTY	19
V.	ACTIONS BEYOND OUR CONTROL	19
W.	INDEMNIFICATION	19
X.	GOVERNING LAW AND VENUE	20
Y.	TERMINATION AND SEVERABILITY.....	20
Z.	AGREEMENT TO TERMS AND CONDITIONS	20

MOBILE BANKING APPLICATIONS SERVICE AGREEMENT	21
A. TERMS AND CONDITIONS	21
B. DEFINITIONS	21
C. SERVICE REQUIREMENTS	22
D. ONLINE BANKING.....	22
E. BILL PAYMENT.....	22
F. FEES.....	23
G. MISCELLANEOUS.....	23
H. AMENDMENTS TO THIS AGREEMENT.....	23
I. SUCCESSORS AND ASSIGNMENT	23
J. NO WARRANTY	23
K. ACTIONS BEYOND OUR CONTROL	23
L. INDEMNIFICATION	23
M. GOVERNING LAW AND VENUE	24
N. TERMINATION AND SEVERABILITY.....	24
O. AGREEMENT TO TERMS AND CONDITIONS	24
SHARED ACCESS SERVICES AGREEMENT	25
A. TERMS AND CONDITIONS	25
B. DEFINITIONS	25
C. SECURITY PROCEDURES, LOGIN CREDENTIALS, SHARED ACCESS AND LIMITS ON LIABILITY	26
D. CREATION OF SUB-USER ACCESS FOR ONLINE BANKING	27
E. SUB-USER ACTIVATION AND LOGIN FOR ACCESS TO ACCOUNT HOLDER’S ONLINE ACCOUNTS	28
F. ACCOUNT HOLDER MANAGEMENT OF SUB-USERS.....	28
G. ACCOUNT HOLDER APPROVAL OF BILL PAYMENT TRANSACTIONS THAT EXCEED APPROVAL LIMIT.....	28
H. INDEMNITY	28
I. RECONCILEMENT	28
J. CLAIMS.....	28
K. ERROR RESOLUTION NOTICE	29
L. ALL TRANSACTIONS	29
M. AMENDMENTS TO THIS AGREEMENT.....	29
N. SUCCESSORS AND ASSIGNMENT	30
O. NO WARRANTY	30
P. ACTIONS BEYOND OUR CONTROL	30
Q. INDEMNIFICATION	30
R. GOVERNING LAW AND VENUE	30

S.	TERMINATION AND SEVERABILITY	30
T.	AGREEMENT TO TERMS AND CONDITIONS	30
CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO RECEIVE ELECTRONIC STATEMENTS, DISCLOSURES, AND NOTICES		31
A.	ELECTRONIC AGREEMENTS, NOTICES AND COMMUNICATIONS.....	31
B.	HARDWARE AND SOFTWARE REQUIREMENTS.....	32
C.	CONTACT INFORMATION.....	32
D.	AGREEMENT TO TERMS AND CONDITIONS AND CONSENT	32
ELECTRONIC FUNDS TRANSFER DISCLOSURE: CONSUMER CUSTOMERS		33
A.	INTRODUCTION.....	33
B.	DEFINITIONS	33
C.	FUTURE CHANGES AND CANCELLATIONS.....	33
D.	ADVISORY AGAINST ILLEGAL USE	33
E.	PREAUTHORIZED CREDITS (INCLUDING SOCIAL SECURITY)	34
F.	PERIODIC STATEMENTS	34
G.	PASSBOOK ACCOUNT WHERE THE ONLY POSSIBLE ELECTRONIC FUND TRANSFERS ARE PREAUTHORIZED CREDITS	34
H.	OUR RIGHT TO DENY TRANSFERS	34
E.	LIABILITY OF INSTITUTION: FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER.....	34
F.	LIMIT OF OUR RESPONSIBILITIES	35
G.	ONLINE TRANSACTIONS.....	35
H.	SAVINGS AND MONEY MARKET ACCOUNTS.....	36
I.	INTERNAL TRANSFERS.....	36
J.	ACCOUNT INFORMATION	36
K.	STOPPING PAYMENTS.....	36
1.	RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO	36
2.	NOTICE OF VARYING AMOUNTS OF PREAUTHORIZED TRANSFER	37
3.	LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER	37
4.	PAYMENT CANCELLATION OF BILL PAYMENT REQUESTS	37
5.	STOP PAYMENTS OF BILL PAYMENT TRANSACTIONS.....	37
L.	DIRECT DEPOSITS	38
M.	ELECTRONIC STATEMENTS	38
N.	TRANSACTION POSTING SCHEDULE.....	38
O.	CUSTOMER'S RESPONSIBILITY	38
P.	LIMIT OF OUR AND OTHER PROVIDER'S RESPONSIBILITIES.....	38
Q.	PROPRIETARY PROPERTY	39

R.	BUSINESS DAYS	39
S.	RIGHT TO GET DOCUMENTATION OF ELECTRONIC BANKING TRANSACTION	39
T.	RECONCILEMENT	39
U.	LIMITS ON ELECTRONIC BANKING TRANSACTIONS	39
V.	DISCLOSURES OF ACCOUNT INFORMATION TO THIRD PARTIES	40
W.	FEES	40
X.	UNAUTHORIZED CONSUMER TRANSACTIONS AND ERROR RESOLUTION PROCEDURES	40
1.	REPORTING LOST OR STOLEN ACCESS DEVICES	40
2.	REPORTING UNAUTHORIZED TRANSACTIONS	41



ONLINE BANKING SERVICE TERMS AND CONDITIONS

This Online Banking Service Agreement (the “Agreement”) governs the terms and conditions of your use of the Bank’s Online Banking Service provided to customers of The Bank of Greene County and Greene County Commercial Bank. In this Agreement, the following definitions apply:

A. DEFINITIONS

Term(s)	Definition
“You” and “Your”	An Online Banking customer
“We,” “Us,” “Our”, and “the Bank”	The Bank of Greene County and Greene County Commercial Bank
“Deposit Account”	Your Checking Account, Money Market Account, Savings Account, Time Deposit (CD), Individual Retirement Account (IRA), and any other Deposit Account you may have with us that was established primarily for personal, family or household purposes.
“Loan Account”	Your Mortgage, Loan, Auto Loan, Personal Line of Credit, Home Equity Loan, Home Equity Line of Credit, Collateral Loan, and any other Loan Account you may have with us that was established primarily for personal, family or household purposes.
“Eligible Deposit Accounts” and “Eligible Loan Accounts”	Refers to accounts that you will have access to through the Bank’s Online Banking Service. Certain types of transactions, including transfers between Deposit Accounts, between Loan Accounts, or between Deposit and Loan Accounts, may be limited or not permitted depending on titling, product type, Bank policy or applicable law or regulation. Therefore, in this Agreement, the use of the term “eligible” shall also mean that only certain Deposit Accounts and Loan Accounts may be used for the transaction described. We retain the right to restrict any account’s eligibility for Online Banking access at our discretion.
“Electronic Funds Transfer” (or “EFT”)	Is defined in the Electronic Funds Transfer Act to mean a transfer of funds initiated by a computer to or from your Deposit Account.
“Sub-user”	An individual granted permission to access an account owner’s account(s) for viewing, making transfers, or initiating Bill Payment Transactions using separate log-in credentials. A Sub-user acts under full authority of the account owner in relation to the Bank’s Shared Access Service through Online Banking. A Sub-user is not an account owner and does share the same ownership rights as an account owner.
“User name”	An alphanumeric code that you select when applying for the Bank’s Online Banking Service.

B. TERMS AND CONDITIONS

Your Deposit Account and Loan Account and use of the Bank's Online Banking Service are also governed by the Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement as they may be amended from time to time (collectively referred to herein as the "Account Agreement(s)"). Any terms that are not defined in this Agreement have the same meaning as in the Account Agreement(s).

If there is a conflict between information stated in any of our agreements or brochures (including this Agreement) and something said by one of our employees, the written information will control. You understand and accept that if a conflict arises between this Agreement and any other written information, the Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement will control

We may refuse to follow any customer instructions which we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions. You agree to indemnify and hold harmless the Bank for and against any costs, expenses, losses, damages, fees, penalties or any other expenditure or payment assessed against or paid by the Bank as a result of your actions or activity on your account.

C. GENERAL

You can use your user name, password, and "enhanced log-in security", along with a personal computer or other Internet-enabled system or mobile access device, to perform certain transactions described below. Enhanced log-in security incorporates multiple additional factors to authenticate you as a customer. Additional information regarding each Online Banking Service user's access pattern will be collected and validated automatically. A unique electronic signature will be created for each user based on their specific access pattern; additional authentication may occur automatically when there is a deviation from this unique signature. You should never provide your user name, password, or enhanced log-in security information to a third party. If you do so, you are authorizing that party to conduct transactions on your Deposit Account or Loan Account. Therefore, you are responsible for any transactions, including transfers from or between your Deposit Accounts or Loan Accounts, resulting from you furnishing your user name, password and enhanced log-in security information to a third party. The Bank will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your user name, password and enhanced log-in security.

D. YOU AGREE

By using the Bank's Online Banking Service, you agree to the terms and conditions in this Agreement, and (after their effective date) any changes in such terms and conditions shall apply to the use of Online Banking by you and any others whom you have permitted to use your user name and password to access the Bank's Online Banking Service. If you do not agree with these terms and conditions, you may not use the Bank's Online Banking Service. By using the Bank's Online Banking Service, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use the Bank's Online Banking Service.

E. ACCESS REQUIREMENTS

In order to use the Bank's Online Banking Service, you will need:

- i. A Personal Computer, Macintosh Computer, or any other electronic mobile device that permits you to read, print and save Adobe Acrobat PDF files;
- ii. An Internet connection, a valid e-mail account, and an active "Internet Service Provider;"
- iii. A web browser that supports 128-bit SSL encryption;
- iv. The ability to download or print documents; and
- v. Adobe Acrobat Reader software.

You are responsible for the installation, maintenance and operation of your Computer or Mobile Device and all related charges. You are responsible for installing and maintaining appropriate virus protection on your Computer or Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Computer or Mobile Device, or your use of the Bank's Online Banking Service. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Computer or Mobile Device. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software. You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's Online Banking Service and for charges by any Internet service providing connection to the Internet.

F. AUTHORIZATIONS

You must be the owner or authorized Sub-user of a particular Deposit Account or Loan Account in order to access it through the Bank's Online Banking Service. If you are a Sub-user, the account owner has granted you shared access to their account through the Bank's Shared Access Service through Online Banking. Each owner of a Deposit Account or Loan Account is authorized to access all of the available funds held in that Deposit Account or Loan Account. Each Sub-user is authorized to access accounts in accordance with the permissions you have been granted by the account owner when they establish, change, or update your sub-user credentials in relation to the Bank's Shared Access Service. We are entitled to act on transaction instructions received using your user name, password and enhanced log-in security information, and you agree that the use of your user name, password and enhanced log-in security information will have the same effect as your signature authorizing the transaction. You agree that, if you as an account owner choose to utilize the Bank's Shared Access Service, you are fully responsible for establishing, maintaining, and deleting that Sub-user's access and that any transactions performed by that Sub-user will have the same effect as if you had personally authorized the transaction. If you are accessing Online Banking as a Sub-user, you understand that use of the service does not grant you ownership rights on any account and that you cannot obtain account information or initiate transactions by any other means other than by accessing the account(s) via the Bank's Shared Access Service.

G. NEW ACCOUNTS

Eligible Deposit Accounts or Loan Accounts that you open with the Bank after your initial enrollment in Online Banking will be enabled in Online Banking.

H. USA PATRIOT ACT NOTICE: IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, tax identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents to show your existence as a legal entity.

I. NOTICE REGARDING UNLAWFUL INTERNET GAMBLING TRANSACTIONS

The Unlawful Internet Gambling Transaction Act (the "Act") makes certain gambling transactions conducted through the Internet illegal. If you are a commercial customer, you certify that you are not engaged in any transaction that would be considered unlawful under the Act. Further, you certify that you will not, in the future, using any account at the Bank, conduct unlawful transactions using such account. You may not use any account at the Bank to conduct any unlawful transaction, including a transaction deemed unlawful by the Act or by any other state or federal law.

J. HYPERLINKS

The Bank may elect to display one or more hyperlinks on its Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allow the user to click through to another section

of the same document or to another document on the World Wide Web. A hyperlink may allow you to click through to a third party website over which we have no control. The Bank specifically disclaims any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from the Bank's privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's website.

K. CHANGE OF ADDRESS

You may update your address through Online Banking. We may, thereafter, require you to notify the Bank in writing of any change in either your physical or mailing address, if different and provide us with proof of residence. We may act to change an address upon notification from you or any owner or person authorized to sign on said account and, if we do so, will incur no liability from any owner of the account. Mail will be sent to the most recent address appearing on the account records.

L. CALLS TO YOU

By providing your telephone number to us, you consent and agree that we may make telephone calls regarding your account and/or relationship with us to that telephone number or any updated telephone number that you provide (including a cellular or other wireless telephone number), and that such calls are not "unsolicited" for purposes of applicable law. Those telephone calls may be automatically dialed and include prerecorded messages, and your service provider may charge you to receive them.

M. E-MAIL: SECURE MESSAGING

Because normal Internet e-mail transmissions may not be secure, for Deposit Account and Loan Account inquiries, you agree to log into the Bank's Online Banking Service and contact us electronically only through Online Banking's secure messaging service. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately, for example: to make an inquiry with respect to an EFT; to report a lost or stolen Card; unauthorized use of your user name and password; to report an unauthorized transaction from one of your Consumer Deposit Accounts; or to report suspected errors. For these types of communications, you should follow the instructions contained in our **Electronic Funds Transfer Disclosure, section (X), Unauthorized Consumer Transactions and Error Resolution Procedures on page 40 of this document**. We will not take action based upon your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

N. USE OF PERSONAL FINANCIAL MANAGEMENT (PFM) SOFTWARE

Your account data may be accessed using personal financial management (PFM) software (e.g., Microsoft Money or Intuit's Quicken products). A list of supported software can be found on our non-secure informational site. Supported functionality may vary depending upon the software that you are using, and the software that we support may change from time to time. Use of PFM software is intended to supplement and/or enhance use of our Online Banking Service and not replace it. Access to account information through PFM software must be done using an active Online Banking user name and password or other secure method as required. You are responsible for any necessary purchase, installation, configuration, maintenance, updates and upgrades to the PFM software and/or your Computer. We are not responsible for any problems related to the PFM software itself, your Computer or your ability to connect using the PFM software as described in this Agreement. We will provide you with reasonable assistance, when requested and as we are able, for the purpose of enabling your eligible Deposit Accounts for use with PFM software that we support. We are not responsible for any problem that you may have using your PFM software to connect to our Online Banking Service if no known problem exists with our systems that might impede such connectivity, or if the problem is due to your software, Computer or Internet service. You should verify all account data obtained and transactions executed on your accounts using PFM software. Our records of transactions, instructions and communications regarding your accounts and Online Banking access supersede any records stored

or created on your computer equipment through the use of PFM software. Your Account Agreement(s), this Online Banking Services Agreement, and other related agreements between you and the Bank govern all transactions, instructions and communications executed or transmitted between you and the Bank using the PFM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's PFM software.

O. EXTERNAL TRANSFERS

Use of external transfers and person to person payments is governed by the FUNDS TRANSFER AND POP MONEY AGREEMENT. External Transfers between your eligible personal Deposit Account(s) and another financial institution or brokerage, payments to other people, and payment requests from other people are currently available through the Online Banking Service. To use External Transfers, you must have a personal profile which has a United States address, a unique United States phone number, an active unique email address, and a Social Security Number. Your eligible personal Deposit Account must be in good standing, enabled for ACH transactions and Online Banking transfers. Fees may apply; please refer to the FUNDS TRANSFER AND POP MONEY AGREEMENT for transaction limitations. Applicable fees for the POP MONEY Service will be disclosed to you at the time your transaction is set up, which is before you confirm the transaction to be processed. If you do not accept the fee that may be incurred with using POP MONEY, you may cancel the transaction before you "COMFIRM" it. There is no fee for using the External Transfer Service that referred to as "Transfer Between My Accounts."

P. ENDING THE BANK'S ONLINE BANKING SERVICE AGREEMENT

You may end your rights to use the Bank's Online Banking Service by notifying us in writing. We may end your rights to use the Bank's Online Banking Service for any reason and at any time without notifying you. We may terminate your access to the Bank's Online Banking Service if you do not log into the Bank's Online Banking Service for a period of six (6) months. If more than one person is authorized to withdraw funds from your Deposit Account or Loan Account, or if another person is authorized to electronically access your Deposit Account or Loan Account, we cannot stop that person from using the Bank's Online Banking Service. **IF YOU END** the Bank's Online Banking Service, you authorize us to continue making transfers, bill payments and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your closing notice. Once we have acted upon your closing notice, we will make no further transfers, payments or transactions from your Deposit Account or Loan Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any automatic recurring transfers or payments requested using the Bank's Online Banking Service prior to terminating the Bank's Online Banking Service. **IF WE END** the Bank's Online Banking Service, we reserve the right to make no further transfers, payments or transactions from your Deposit Account or Loan Account, including any transfers and transactions you have previously authorized. If either you or we end your rights to use the Bank's Online Banking Service, we will no longer be required to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions, even if they occur or are completed after your rights under this Agreement have terminated.

Q. AMENDMENTS TO THIS AGREEMENT

You agree that, unless otherwise required by law, the Bank reserves the right to change the terms and conditions of this Agreement without prior notice to you. The Bank may choose to notify you of any amendments made to this agreement in person when you make a funds transfer request, by mail at your address of record, by statement message, or electronically if you have previously agreed to receive electronic notifications from the Bank. If you do not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

R. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on your personal representatives, executors, administrators, and successors. The account established under this agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement

and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledge.

S. NO WARRANTY

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

T. ACTIONS BEYOND OUR CONTROL

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

U. INDEMNIFICATION

You shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns (the “Indemnitees”) from and against all liability, loss, and damage of any kind asserted against the Indemnitee and arising or relating to the Online Banking Service, by reason of any acts or omissions by you or anyone else, or for any other reason, except to the extent such acts or omissions are caused by the gross negligence or willful misconduct of such indemnitee and provided that reliance by the Indemnitee without further investigation, on any oral, telephonic, electronic, written or other request, notice, or instruction believed by the Indemnitee in good faith to have been given by you will not constitute gross negligence or willful misconduct by the Indemnitee.

V. GOVERNING LAW AND VENUE

In general, this Agreement shall be governed by federal law and, where not in conflict with or preempted by federal law, the laws of New York State. Funds transfers authorized under this Agreement may involve one or more funds transfer systems, such as NACHA. In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. You agree not to violate the laws or regulations of the State of New York or the United States, including without limitation, the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control. Any action arising out of this Agreement or to enforcement its terms shall be heard in a court of the State of New York in Greene County and no other.

W. TERMINATION AND SEVERABILITY

The Bank may terminate this Agreement at any time by giving written notice to you. If any portion of this agreement is found to be unenforceable, its remaining portions shall remain in full force and effect.

X. AGREEMENT TO TERMS AND CONDITIONS

BY CLICKING THE REQUISITE CHECKBOX WHICH DEMONSTRATES YOUR CONSENT, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS BANK OF GREENE COUNTY / GREENE COUNTY COMMERCIAL ONLINE BANKING SERVICE TERMS AND CONDITIONS & AGREEMENT, ALL APPLICABLE NEW YORK STATE AND FEDERAL LAWS AND REGULATIONS, AND THE UNIFORM COMMERCIAL CODE (UCC).



ONLINE BILL PAYMENT SERVICES – AUTHORIZATION & AGREEMENT

A. TERMS AND CONDITIONS

Online Bill Payment Services are optional services offered through the Bank’s Online Banking Service. Use of the Online Bill Payment Service is governed under the Online Banking Service Agreement and The Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement as they may be amended from time to time (collectively referred to herein as the “Account Agreement(s)”). Any terms that are not defined in this Agreement have the same meaning as in the Account Agreement(s).

If there is a conflict between information stated in any of our agreements or brochures (including this Agreement) and something said by one of our employees, the written information will control. You understand and accept that if a conflict arises between this Agreement and any other written information, the Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement will control

We may refuse to follow any customer instructions which we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions. You agree to indemnify and hold harmless the Bank for and against any costs, expenses, losses, damages, fees, penalties or any other expenditure or payment assessed against or paid by the Bank as a result of your actions or activity on your account.

B. BILL PAYMENT SERVICES SPECIFIC DEFINITIONS

“You” or “Your”	Means each Authorized Person who has an interest in the Online Bill Payment Account, which is accessible through the Online Banking Service. Whenever “you” is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several wherever appropriate.
“We,” “Us,” “Our”, and the “Bank”	The Bank of Greene County
“Bill Payment Service” or “the Service”	Means the bill payment service offered by The Bank of Greene County through its Bill Payment Service Provider.
“Bill Payment Service Provider”	Means Fiserv Solutions, Inc.
“Bill Payment Agreement”	Means these terms and conditions of the Bill Payment Service.
“Biller”	Is the person or entity to which you wish a bill payment to be directed, or the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction”	The information provided by you using the Bill Payment 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).
“Payment Account”	The checking account from which bill payments will be debited.
“Scheduled Payment Delivery Date”	The day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
“Due Date”	The date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
“Scheduled Payment”	A pending payment that has been scheduled through the Bill Payment Service, but has not yet begun processing.

C. THE BILL PAYMENT SERVICE

The Bill Payment Service is provided through the Bank’s Bill Payment Service Provider, which is not a party to this Agreement. The Bill Payment Service Provider operates and maintains an Internet server application, which offers bill presentment and bill payment features, capabilities and functionality. The Bill Payment Service Provider hosts and provides data security for the Bank’s Online Bill Payment web site through which Bank customers are able to enroll in and utilize the Bill Payment Service.

D. REPRESENTATION AND ADDITIONAL TERMS

By enrolling in the Service, you acknowledge that you have received and read this Agreement and agree to its terms and conditions. You further acknowledge that you have received and read the Account Agreement(s) governing your Payment Account, and agree that any additional terms and conditions in the Account Agreement(s) applicable to participation in the Service are incorporated into this Agreement.

E. FEES

TRANSACTION FEES: The first 10 bill payment transactions that you initiate each calendar month are free. Any additional bill payment transactions that you initiate above the first 10 will be charged a \$0.50 per item fee. Your account will be charged the following calendar month for any bill pay fees you incur.

STOP PAYMENT FEES: If you request to place a stop payment on a bill payment item that you have initiated, you will be charged a \$30.00 fee. Your account will be charged for any stop payment fees the following calendar month.

F. PAYMENT SCHEDULING

The earliest possible Scheduled Payment Delivery Date for each Biller (typically four (4) or fewer Business Days from the current date) will be disclosed to you when you are scheduling delivery of the payment. The Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Delivery Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Delivery Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Delivery Date that is at least one (1) Business Day before the actual Due Date. Scheduled payments must be dated to be paid prior to any late date or grace period.

G. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing Payment Instructions using the Bill Payment Service, you authorize the Bank or its Bill Payment Service Provider to follow the Payment Instructions that it receives through the Bill Payment Service. In order to process bill payments more efficiently and effectively, bill payment related data or data formats may be edited or altered in accordance with Biller directives. When a Bill Payment Instruction is received by the Bank or its Bill Payment Service Provider, you authorize the Bank or its Bill Payment Service Provider 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 Delivery Date designated by you. You also authorize the Bank or its Bill Payment Service Provider to credit your Payment Account for payments returned by the Biller. The Bank will use reasonable efforts to make (or cause its Bill Payment Service Provider to make) all your payments properly. However, neither the Bank nor its Bill Payment Service Provider shall incur any liability if the Bank or its Bill Payment Service Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. INSUFFICIENT FUNDS

If, through no fault of the Bank or its Bill Payment Service Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.

2. MALFUNCTION OF BANK OR BILL SERVICE PROVIDER

The Bank's Bill Payment Service and/or its Bill Payment Service Provider's payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction.

3. INCORRECT PAYMENT INFORMATION

You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, circumstances beyond the control of the Bank and/or its Bill Payment Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank or its service provider have taken reasonable precautions to avoid those circumstances. Provided that none of the foregoing exceptions is applicable, if the Bank or its Bill Payment Service Provider 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 which does not comply with your Payment Instructions, the Bank shall be responsible for returning (or causing its Bill Payment Service Provider to return) the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

H. PAYMENT METHODS

The Bank and its Bill Payment Service Provider reserve the right to select the method by which to remit funds on your behalf to your Biller. These bill payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment. When you open the payment calendar, you will see available Pay Dates in blue. If your first available Pay Date is the next business day, the payment will be sent via electronic transfer. If the payment date is not the next business day, a Laser Draft will be issued to the Biller.

1. AN ELECTRONIC PAYMENT

These payments will be electronically debited from your Payment Account on the Scheduled Payment Date, unless the Scheduled Payment Date falls on a non-Business Day, in which case funds will be debited on the previous Business Day, and will be electronically forwarded to your Biller(s).

2. A LASER DRAFT PAYMENT

These payments will be forwarded to your Biller(s) via draft drawn on your Payment Account to be received by the Scheduled Payment Delivery Date. The funds will be deducted from your Payment Account when the laser draft is presented to the Bank for payment. Your designated Biller may receive a payment via paper check. You understand it is possible that, because of the timing of the mail, the Biller may receive the check before a Scheduled Payment Date. In such circumstances, the check will be treated as a “post-dated check.” Post-dated checks can be negotiated and paid or can be rejected prior to the Scheduled Payment Date. A Laser Draft payment is not an EFT and not subject to Regulation E error resolutions procedures. Upon receipt of a Payment Instruction by you, the Bill Payment Service may issue laser draft checks containing the name and address of the online authorized representative. As such, the name and address may not match that of the Payment Account upon which the laser draft checks were issued.

I. PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions on the Bank’s Online Bill Payment website. There is no charge for canceling or editing a Scheduled Payment. Once the Bank or its Bill Payment Service Provider has begun processing a payment, however, the payment cannot be cancelled or edited, therefore a stop payment request must be submitted.

J. STOP PAYMENT REQUESTS

If we agreed in advance to make one time or regular payments out of your account, you can order us to stop any of these payments by calling us or writing us at least three business days before the payment is due to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request—but it is not obligated to do so.

To place or cancel a stop-payment order, you must contact Customer Service at:

**The Bank of Greene County
Customer Service Center
P.O. Box 470
Catskill, N.Y. 12414.**

Phone: 1 (518) 943-2600, Option “0”

If you place your stop payment order by telephone, we may also require you to put your request in writing and get it to us within 14 days after your call. Otherwise your verbal request will expire. We will charge you a fee for each stop-payment order you give us. If you change your mind after the stop-payment order is on file, we may charge you a fee to cancel it. (A listing of applicable fees is provided under separate cover). Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation.

The ability to process a stop payment for a Bill Payment request for a payment scheduled to be made through the Bill Payment Service will depend on the payment method and whether or not a check has cleared. The Bank or its Bill Payment Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you established one time or regular Bill Payment payments out of your account, you can order us to stop any of these payments by placing a stop payment through online banking, calling us, or writing us at least three business days before the payment is due to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request—but it is not obligated to do so.

If you desire to stop any payment that has already been processed, you must contact Customer Service at:

**The Bank of Greene County
Customer Service Center
P.O. BOX 470
Catskill, N.Y. 12414**

Phone: 1 (518) 943-2600, Option "0"

Although the Bank will make reasonable efforts (and cause its Bill Payment Service Provider to make reasonable efforts) to accommodate your request, neither the Bank nor its Bill Payment Service Provider will have any liability for failing to do so.

K. PROHIBITED PAYMENTS

Due to legal requirements, we limit the ability to make certain types of payments. Payments to payees outside of the United States or its territories are prohibited through this service and may not be issued under any circumstances. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gaming and/or any other illegal activity are prohibited through the Service. We will not notify you if you attempt to make any of these payments and we will not be liable for these prohibited or discouraged payments.

L. EXCEPTION PAYMENTS

The following types of payments may be scheduled through our Bill Payment Service, but are highly discouraged and are scheduled at your own risk:

- Tax payments to the Internal Revenue Service or any state or other government agency;
- Court-ordered payments, such as alimony or child support; and
- Payments to insurance companies.

In no event shall the Bank or its Bill Payment Service Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Bank and its Bill Payment Service Provider have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank or its Bill Payment Service Provider. We will not notify you if you attempt to make any of these payments and we will not be liable for these prohibited or discouraged payments.

M. BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic 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 Bill Payment Service's electronic bill options, you also agree to the following:

1. INFORMATION PROVIDED TO THE BILLER

Updates or changes to your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller, are unable to be made through the Bill Payment Service. 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 Bank and its Bill Payment Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Bill Payment Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Payment Service and/or bill information.

2. ACTIVATION

Upon your activation of the electronic bill feature, the Bank or its Bill Payment Service Provider 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 with the Biller current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

3. 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 user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

4. NOTIFICATION

The Bank will use reasonable efforts to present (and cause its service provider to present) all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bank and its Bill Payment Service Provider may send an e-mail notification to the e-mail 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 logon to the Bill Payment 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.

5. 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 Bank or its service provider 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. Neither the Bank nor its Bill Payment Service Provider will be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. NON-DELIVERY OF ELECTRONIC BILL(S)

You agree to hold the Bank and its Bill Payment Service Provider 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 – Neither the Bank nor its Bill Payment Service Provider is responsible for the accuracy of your electronic bill(s). The Bank and its Bill Payment Service Provider are 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.

7. ACCURACY AND DISPUTE OF ELECTRONIC BILL(S)

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

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

N. FAILED OR RETURNED TRANSACTIONS

In using the Bill Payment Service, you are requesting the Bank (through the Bill Payment Service Provider) to make payments for you from your Payment Account. Payment transactions may be attempted up to three (3) times, and you may or may not incur multiple Bank insufficient fund fees as a result. In some circumstances, an electronic payment transaction may be completed when there are insufficient funds in your Payment Account; in other circumstances, an electronic payment transaction may not be completed when there are insufficient funds in your Payment Account. Variables that affect whether such electronic payment transaction is completed include but are not limited to the size of the transaction, the status of your Payment Account, and the relationship between the applicable biller and the Bill Payment Service Provider. Regardless, whenever a transaction is returned unpaid, or is paid with a resulting overdraft, you will receive a notice from the Bank or the Bill Payment Service Provider. In circumstances where the payment transaction has been completed and there are insufficient funds in your account to pay for such transaction, you agree that:

1. RIGHT OF SET OFF

We have a right of set off given us by law. We can take certain funds from your account at any time to pay debts you owe us which are due and unpaid. We may exercise our right of set off or security interest against any and all of your accounts (except IRA and trust accounts), for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorney's fees, or other obligations. We will provide notice of the set off together with the reasons for the set off prior to or on the same business day of such action by mailing a notice to your address on record. However, failure to provide the notice will not affect the validity of the right of set off.

2. YOUR REQUIREMENT TO REIMBURSE US FOR RETURNED ITEMS AND OVERDRAFTS

You will reimburse the Bank or the Bill Payment Service Provider immediately upon demand the amount of any payment transaction that has been returned to the Bill Payment Service or the amount of any overdraft created by a payment transaction.

3. YOUR REQUIREMENT TO REIMBURSE US FOR COLLECTION COSTS

You will reimburse the Bank or the Bill Payment Service Provider for any costs incurred in attempting to collect these amounts from you.

4. OUR RIGHT TO REPORT YOU FOR UNREIMBURSED PAYMENTS

The Bank or the Bill Payment Service Provider reserve the right and are hereby authorized to report the facts concerning any unreimbursed payment transactions to any credit reporting agency.

O. BILL PAYMENT SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Bill Payment Service, you may have the ability to do so through the Bank's Bill Payment website, or you may contact Customer Service at:

**The Bank of Greene County
Customer Service Center
P.O. BOX 470
Catskill, N.Y. 12414**

Phone: 1 (518) 943-2600, Option "0"

Any payment(s) already processed by or through the Bill Payment Service before the requested cancellation date will be completed by the Bank or its Bill Payment Service Provider. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is cancelled. The Bank and/or its Bill Payment Service

Provider may terminate or suspend the Bill Payment Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement or your Account Agreement(s).

P. BILLER LIMITATION

We reserve the right to refuse to pay any Biller designated by you. We will notify you promptly if we decide 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.

Q. RETURNED PAYMENTS

In using the Bill Payment Service, you understand that Billers and/or the United States Postal Bill Payment Service may return payments 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. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You will receive notification of any returned payment.

R. INFORMATION AUTHORIZATION

Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Payment Service, you agree that the Bank and its Bill Payment Service Provider each reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau/consumer reporting agency. In addition, you agree that the Bank and its Bill Payment Service Provider each reserves the right to obtain financial information regarding your account from a Biller.

S. AMENDMENTS TO THIS AGREEMENT

You agree that, unless otherwise required by law, the Bank reserves the right to change the terms and conditions of this Agreement without prior notice to you. The Bank may choose to notify you of any amendments made to this agreement in person when you make a funds transfer request, by mail at your address of record, by statement message, or electronically if you have previously agreed to receive electronic notifications from the Bank. If you do not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

T. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on your personal representatives, executors, administrators, and successors. The account established under this agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledge.

U. NO WARRANTY

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

V. ACTIONS BEYOND OUR CONTROL

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

W. INDEMNIFICATION

You shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns (the "Indemnitees") from and against all liability, loss, and damage of any kind asserted against the

Indemnitee and arising or relating to the Online Banking Service, by reason of any acts or omissions by you or anyone else, or for any other reason, except to the extent such acts or omissions are caused by the gross negligence or willful misconduct of such indemnitee and provided that reliance by the Indemnitee without further investigation, on any oral, telephonic, electronic, written or other request, notice, or instruction believed by the Indemnitee in good faith to have been given by you will not constitute gross negligence or willful misconduct by the Indemnitee.

X. GOVERNING LAW AND VENUE

In general, this Agreement shall be governed by federal law and, where not in conflict with or preempted by federal law, the laws of New York State. Funds transfers authorized under this Agreement may involve one or more funds transfer systems, such as NACHA. In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. You agree not to violate the laws or regulations of the State of New York or the United States, including without limitation, the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control. Any action arising out of this Agreement or to enforcement its terms shall be heard in a court of the State of New York in Greene County and no other.

Y. TERMINATION AND SEVERABILITY

The Bank may terminate this Agreement at any time by giving written notice to you. If any portion of this agreement is found to be unenforceable, its remaining portions shall remain in full force and effect.

A. AGREEMENT TO TERMS AND CONDITIONS

BY CLICKING THE REQUISITE CHECKBOX WHICH DEMONSTRATES YOUR CONSENT, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS BANK OF GREENE COUNTY / GREENE COUNTY COMMERCIAL ONLINE BANK BILL PAYMENT SERVICES AUTHORIZATION & AGREEMENT, ALL APPLICABLE NEW YORK STATE AND FEDERAL LAWS AND REGULATIONS, AND THE UNIFORM COMMERCIAL CODE (UCC).



MOBILE BANKING APPLICATIONS SERVICE AGREEMENT

A. TERMS AND CONDITIONS

Our Mobile Banking Applications Service is an optional service offered through the Bank’s Online Banking Service. Use of the Mobile Banking Applications Service is governed under the Online Banking Service Agreement and The Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement as they may be amended from time to time (collectively referred to herein as the “Account Agreement(s)”). Any terms that are not defined in this Agreement have the same meaning as in the Account Agreement(s).

If there is a conflict between information stated in any of our agreements or brochures (including this Agreement) and something said by one of our employees, the written information will control. You understand and accept that if a conflict arises between this Agreement and any other written information, the Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement will control

We may refuse to follow any customer instructions which we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions. You agree to indemnify and hold harmless the Bank for and against any costs, expenses, losses, damages, fees, penalties or any other expenditure or payment assessed against or paid by the Bank as a result of your actions or activity on your account.

B. DEFINITIONS

Term(s)	Definition
“You” and “Your”	A Mobile Banking Application customer
“We,” “Us,” “Our”, and “the Bank”	The Bank of Greene County and Greene County Commercial Bank
“Deposit Account”	Your Checking Account, Money Market Account, Savings Account, Time Deposit (CD), Individual Retirement Account (IRA), and any other Deposit Account you may have with us that was established primarily for personal, family or household purposes.
“Loan Account”	Your Mortgage, Loan, Auto Loan, Personal Line of Credit, Home Equity Loan, Home Equity Line of Credit, Collateral Loan, and any other Loan Account you may have with us that was established primarily for personal, family or household purposes.
“Eligible Deposit Accounts” and “Eligible Loan Accounts”	Refers to accounts that you will have access to through the Bank’s Mobile Application. Certain types of transactions, including transfers between Deposit Accounts, between Loan Accounts, or between Deposit and Loan Accounts, may be limited or not permitted depending on titling, product type, Bank policy or applicable law or regulation. Therefore, in this Agreement, the use of the term “eligible” shall also mean that only certain Deposit Accounts and Loan Accounts

	may be used for the transaction described. We retain the right to restrict any account's eligibility for Online Banking access at our discretion.
"Electronic Funds Transfer" (or "EFT")	Is defined in the Electronic Funds Transfer Act to mean a transfer of funds initiated by a computer to or from your Deposit Account.
"Sub-user"	An individual granted permission to access an account owner's account(s) for viewing, making transfers, or initiating Bill Payment Transactions using separate log-in credentials. A Sub-user acts under full authority of the account owner in relation to the Bank's Shared Access Service through Online Banking. A Sub-user is not an account owner and does not share the same ownership rights as an account owner.
"User name"	An alphanumeric code that you select when applying for the Bank's Online Banking Service.
"Mobile Banking Applications Service"	The Online Banking Service available by downloading the appropriate Mobile Application to your Mobile Device, which allows the user to view account balances, view account history, make transfers and bill payments.
"Mobile Application"	An application that must be downloaded onto a mobile device in order for the user to access the Mobile Banking Application Service.
"Mobile Device"	And smartphone, tablet, or other portable electronic device with the requisite software and hardware requirements to support installation of mobile applications.

C. SERVICE REQUIREMENTS

Use of our Mobile Banking Applications Service requires that you have enrolled in our Online Banking Service, that you have a Mobile Device currently supported through the Mobile Banking Applications Service, and that you download the appropriate Mobile Application to your Mobile Device. Once you have downloaded the appropriate Mobile Application, you may log-in to the Online Banking Service through a special URL, using your same Online Banking user name, password and enhanced log-in security information. Our Mobile Banking Applications Service uses the same security features as our Online Banking Service.

D. ONLINE BANKING

With the Mobile Banking Applications Service, you can check balances, view account transaction history and transfer money between your accounts, just as you can with a computer. The Mobile Banking Applications Service also allows you to search for ATMs and branch locations, and pay your bills. You cannot use the Mobile Banking Applications Service for future dated transfers or to schedule automatic recurring transfers.

E. BILL PAYMENT

The Mobile Banking Applications Service offers a subset of the Bill Payment service features. The Mobile Banking Applications Service allows you to send one-time bill payments to the payees you designate and that have been previously created in the Online Banking Service. Payees cannot be created in the Mobile Banking Applications Service. You cannot use the Mobile Banking Applications Service for automatic recurring bill payments, to amend a scheduled bill payment or cancel a scheduled bill payment.

F. FEES

We do not charge a fee to download the Mobile Applications or to access and use the Mobile Banking Applications Service. Your Mobile Device carrier may charge you to receive Internet, cellular or other data service. You should check with your Mobile Device carrier for details on specific fees and charges that may apply to you.

G. MISCELLANEOUS

Your complete account numbers will never be transmitted to you via the Mobile Banking Applications Service. All terms and conditions applicable to Online Banking Services (including Bill Payment) apply to your use of the Mobile Banking Applications Service. The Bank is not responsible for any damage to your Mobile Device resulting from the Mobile Applications or your use of the Mobile Banking Applications Service, and you will be engaging in such activities at your own risk.

H. AMENDMENTS TO THIS AGREEMENT

You agree that, unless otherwise required by law, the Bank reserves the right to change the terms and conditions of this Agreement without prior notice to you. The Bank may choose to notify you of any amendments made to this agreement in person when you make a funds transfer request, by mail at your address of record, by statement message, or electronically if you have previously agreed to receive electronic notifications from the Bank. If you do not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

I. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on your personal representatives, executors, administrators, and successors. The account established under this agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledge.

J. NO WARRANTY

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

K. ACTIONS BEYOND OUR CONTROL

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

L. INDEMNIFICATION

You shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns (the "Indemnitees") from and against all liability, loss, and damage of any kind asserted against the Indemnitee and arising or relating to the Online Banking Service, by reason of any acts or omissions by you or anyone else, or for any other reason, except to the extent such acts or omissions are caused by the gross negligence or willful misconduct of such indemnitee and provided that reliance by the Indemnitee without further investigation, on any oral, telephonic, electronic, written or other request, notice, or instruction believed by the Indemnitee in good faith to have been given by you will not constitute gross negligence or willful misconduct by the Indemnitee.

M. GOVERNING LAW AND VENUE

In general, this Agreement shall be governed by federal law and, where not in conflict with or preempted by federal law, the laws of New York State. Funds transfers authorized under this Agreement may involve one or more funds transfer systems, such as NACHA. In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. You agree not to violate the laws or regulations of the State of New York or the United States, including without limitation, the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control. Any action arising out of this Agreement or to enforcement its terms shall be heard in a court of the State of New York in Greene County and no other.

N. TERMINATION AND SEVERABILITY

The Bank may terminate this Agreement at any time by giving written notice to you. If any portion of this agreement is found to be unenforceable, its remaining portions shall remain in full force and effect.

O. AGREEMENT TO TERMS AND CONDITIONS

BY CLICKING THE REQUISITE CHECKBOX WHICH DEMONSTRATES YOUR CONSENT, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS BANK OF GREENE COUNTY / GREENE COUNTY COMMERCIAL MOBILE BANKING APPLICATIONS SERVICES AGREEMENT, ALL APPLICABLE NEW YORK STATE AND FEDERAL LAWS AND REGULATIONS, AND THE UNIFORM COMMERCIAL CODE (UCC).



SHARED ACCESS SERVICES AGREEMENT

A. TERMS AND CONDITIONS

Shared Access Service is an optional service offered through the Bank’s Online Banking Service. Use of the Shared Access Service is governed under the Online Banking Service Agreement and The Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement as they may be amended from time to time (collectively referred to herein as the “Account Agreement(s)”). Any terms that are not defined in this Agreement have the same meaning as in the Account Agreement(s).

By using the Shared Access service and establishing Sub-users through Online Banking, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures applicable specifically to any such service and provided on the Bank’s web site. Once you agree to these terms and conditions, you will be held to the same terms and conditions for all future Sub-users that you may add.

If there is a conflict between information stated in any of our agreements or brochures (including this Agreement) and something said by one of our employees, the written information will control. You understand and accept that if a conflict arises between this Agreement and any other written information, the Bank of Greene County / Greene County Commercial Bank Personal and Business Deposit Account Agreement and Loan Account Agreement will control.

We may refuse to follow any customer instructions which we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions. You agree to indemnify and hold harmless the Bank for and against any costs, expenses, losses, damages, fees, penalties or any other expenditure or payment assessed against or paid by the Bank as a result of your actions or activity on your account.

B. DEFINITIONS

“Shared Access”	Permissions granted to one or more non-account holders (“Sub-users”) by an Account Holder to view, make internal transfers between, or make payments from the online account(s) of the Account Holder.
“Account Holder”	The owner of online banking accounts who is responsible for creating and managing Sub-users.
“Sub-user”	A non-account holder user who has been granted access to an online account by the account holder.
“The Bank,” “we,” or “us”	The Bank of Greene County” and “Greene County Commercial Bank.”
“You” or “your”	The account holder who opens or is authorized to use any account or service offered by the Bank.

C. SECURITY PROCEDURES, LOGIN CREDENTIALS, SHARED ACCESS AND LIMITS ON LIABILITY

“Security Procedures” shall mean those procedures (i) specified in this Agreement. You agree that the use of these security procedures used by the Bank to act upon instructions received with respect to any Online Banking service under your User ID, secret Password, and security answers and/or cookies (“login credentials”) without inquiring into the identity of the person using these login credentials are a commercially reasonable method of authenticating your identity and providing security against unauthorized account access, transfers, and payment orders. You agree that the Bank will not be liable for the delay in the processing of your instructions resulting from compliance with these security procedures. The security procedures and other terms of this Agreement may be changed only by amendment to the Agreement by us in writing. This Agreement may not be changed by oral agreement or by course of dealing or custom. We will follow the security procedures identified in this Agreement.

The Bank is entitled to act upon instructions received with respect to any Online Banking service under your User ID, secret Password, and security answers and/or cookies (“login credentials”) without inquiring into the identity of the person using these login credentials. The Bank will establish access for you using a default Password. You shall immediately change your User ID and Password, and establish security questions and answers, upon your first log-in. If you do not log in within **60 days** of being notified of your Password, we may disable your access to the Online Banking services, and you must contact The Bank to restore access. You agree that you will not under any circumstances disclose your Password or security answers to anyone, including anyone claiming to represent the Bank. You acknowledge that no one from the Bank will ever ask you for your Password or security answers, and that Bank employees do not need your Password or security answers for any reason. If the account(s) you hold with the Bank is/are jointly owned, the Bank will establish separate login credentials for each of the account owners. You agree that these security procedures are commercially reasonable and that Bank will not be liable if you fail to follow the procedures outlined within this Agreement.

The Bank permits you to establish “shared access” to your account(s), for up to five additional individuals at your request, for the purposes of creating separate login credentials for accessing your account(s). You agree that you will not establish any business entity as a sub-user. In the event you elect to allow “shared access”, the Bank is entitled to provide access to and to act upon instructions received from any individual using the login credentials provided at your election pursuant to the Bank’s “shared access” program, without inquiring into the identity of the person using these login credentials. You agree, however, that we may request that you provide us with the name, physical address, and other identifying information of any sub-user you have enabled, and that you will provide us with the requested information within 5 business days after any such request has been made.

You are liable for all transactions made or authorized by you or any sub-user you establish, with the use of your login credentials or third party login credentials provided, at your request, pursuant to the “shared access” program. The Bank has no responsibility for establishing the identity of any person who uses such login credentials. You agree that if you give your login credentials to anyone or fail to safeguard their secrecy, you do so at your own risk since anyone with your login credentials, or login credentials issued under the “shared access” program, will have access to your accounts. You agree that if you believe the secrecy of such login credentials has been compromised, you will immediately notify the Bank of that fact, and will immediately change such login credentials. We reserve the right to deny you, or any sub-user you enable, access if we reasonably believe that any loss, theft or unauthorized use of any login credentials has occurred, but this in no way limits your liability for transactions that may have occurred.

Each person on a joint account or with access to a “shared access” account will be liable for all transactions that are made on that account.

To the extent permitted by law, you agree to indemnify and release the Bank, its affiliates, and its service providers from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your login credentials or the login credentials of anyone to whom you have granted “shared access”.

By directing the Bank, through the use of any Online Banking service initiated with your login credentials or those of anyone to whom you have granted access to your account, to transfer funds or make a payment of any kind, you

authorize the Bank to withdraw from the designated account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing account information or services, and other communications received by the Bank through the internet shall constitute legal endorsements, and shall have the same force and effect as a writing signed by you.

You agree that the Bank's Online Banking services shall not be used by you or any sub-user for any unlawful purpose or in violation of any local, state, or federal statute, including but not limited to the Bank Secrecy Act and the USA PATRIOT Act. You understand that the Bank may, in its sole discretion, restrict your access or ability to use its Online Banking services in the event that there has been a security breach or other unlawful use of its Online Banking services or systems. The Bank may also, in its sole discretion, restrict any sub-user's access or ability to use its Online Banking service or systems.

D. CREATION OF SUB-USER ACCESS FOR ONLINE BANKING

In order to create a Sub-user, you, the Account Holder, must log into Online Banking, with your own credentials, and select "Additional Services." You must agree to these terms and conditions before you will be permitted to begin the process of creating a Sub-user by clicking on "Add Person."

- i. Once all of the Sub-user's information has been entered, the system will generate a specific username ID for that Sub-user. The Sub-user may later change his or her username once he or she has logged in.
- ii. The phone number that is entered is automatically enrolled to receive a one-time passcode by voice. Alternately, Sub-users may be enabled to receive an SMS text message at first login.
- iii. The e-mail address entered will become the primary e-mail address for the Sub-user. This e-mail address can also be used to receive a one-time passcode if so enabled by the Bank.
- iv. Sub-users will not be able to access online banking via mobile web or mobile apps.
- v. Sub-users will not have access to Finance Works, Purchase Rewards, or Third-Party Services, such as online statements, etc.
- vi. You, the Account Holder, may assign individual Sub-users with access to one, multiple, or all accounts owned. You must also assign separate levels of Sub-user access under each account. Available access by account includes: view only access; the ability to make one time internal transfers; and the ability to make bill payments.

a. View Only Access for Sub-users

This access limits the Sub-user to viewing account balances and history; viewing and printing check images; and printing and exporting account history only.

b. Internal Account to Account Transfer Access for Sub-users

This access allows Sub-users to transfer money between accounts for which they have been assigned permissions. To utilize this function, a Sub-user must be assigned transfer permissions on at least two accounts. This access includes the ability to transfer both "to" and "from" accounts. Sub-users will not have the ability to transfer money outside of the Account Holder's accounts maintained at the Bank.

c. Bill Payment Access for Sub-users

In addition to view only access, Sub-users can pay bills via the Bill Payment page from accounts for which they have been assigned Bill Payment permissions. The Sub-user granted Bill Payment access will be able to view all payees; view all payment history and scheduled payments; add one-time payments from accounts for which they have Bill Payment permission; edit scheduled payments for those accounts for which they have Bill Payment permission; cancel scheduled Bill Payments on ANY account; view e-bills, add memos, and file payments. Sub-users will not have the ability to setup automatic payments or reminders; send expedited payments; add, edit, or delete payees; edit payments pending approval; edit payments above Bill Payment limits; access the full Bill Payment page via the main navigation button or "Go to Payments link" on the Bill Payment widget.

You, the Account Holder, will receive a confirmation that the Sub-user has been added.

E. SUB-USER ACTIVATION AND LOGIN FOR ACCESS TO ACCOUNT HOLDER'S ONLINE ACCOUNTS

- i. The Sub-user will receive an e-mail containing his or her temporary login credentials consisting of his or her username and temporary password.
- ii. The Sub-user must agree to the Bank's Terms and Conditions before further access will be permitted.
- iii. If the Sub-user agrees to the Terms and Conditions, he or she will be required to complete the verification process by entering a one-time passcode received via telephone.
- iv. The Sub-user will then be prompted to change his or her temporary password.
- v. The Sub-user will be able to change his or her username, password, e-mail address, and security contacts associated with his or her one-time passcode.

F. ACCOUNT HOLDER MANAGEMENT OF SUB-USERS

You, the Account Holder, are solely responsible, only by accessing Online Banking through your own personal logon credentials, for adding new Sub-users, establishing and updating Sub-user permissions, resetting Sub-user passwords, and removing Sub-users. You agree that the Bank will not be liable for any losses resulting from your failure to properly manage the access and permissions of the Sub-users that you assign to manage your accounts online.

G. ACCOUNT HOLDER APPROVAL OF BILL PAYMENT TRANSACTIONS THAT EXCEED APPROVAL LIMIT

You, the Account Holder, must approve or decline all Bill Payment transactions that exceed a Sub-user's approval limit. Bill payment transaction exceeding Sub-user approval limits will be placed in pending status until either approved or declined by the Account holder. You agree that the Bank will not be responsible for losses or delays resulting in your failure to timely or accurately approve or deny pending payments requiring your approval.

H. INDEMNITY

You agree that the Bank shall be responsible only for performing the services outlined in this Agreement and shall be liable only for its negligence or willful misconduct in performing these services. You further agree that the Bank is not liable and will indemnify and hold harmless the Bank from any liabilities, claims, cost, expenses, losses or damages of any kind, including reasonable attorney's fees, resulting in whole or in part, without limitation from: (1) your failure to follow procedures set forth in this Agreement or in any other instructions provided to you by the Bank; (2) any loss resulting directly or indirectly from incorrect information you provide us; (3) the Bank's delay or failure to perform as a result of any Act of God, fire or other catastrophe, electrical or computer error or failure, or any other cause beyond the Bank's reasonable control; (4) your attempts, and the attempts of your Sub-user's, to cancel or change your order after the order is in process; and (5) claims by any beneficiary or other third party related to the failure to execute a transfer request in a timely manner, in whole or in part, or at all. This indemnity shall not be effective to relieve and indemnify The Bank against its gross negligence, bad faith, or willful misconduct or as otherwise provided by law.

I. RECONCILEMENT

All transfers and payments will appear on your regular account statement. You acknowledge that it is your obligation to examine the statement for any discrepancy concerning any funds transfer. If you fail to notify the Bank of any such discrepancy within sixty (60) days after you receive the statement or other sufficient information to detect the discrepancy, the Bank shall not be liable for any loss related to the funds transfer, and you shall indemnify and hold the Bank harmless from any loss of interest with respect to the funds transfer and any other loss which could have been avoided, had you given such notice.

J. CLAIMS

You agree to notify the Bank of any errors, or delays, or if you need additional information related to your transfers or bill payments within sixty (60) days after you receive notification in your periodic account statement that the

transfer request or bill payment has been executed. You understand that if your request was delayed or erroneously executed as a result of erroneous information provided by you, you will be responsible for the amount of that transfer and any associated fees. You further understand that if your request was erroneously executed or delayed as a result of The Bank's error, The Bank's sole obligation is to pay or refund you such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by The Bank shall be at The Bank's published savings account rate in effect for the account from which the funds transfer was made. In any event, an action or proceeding by you to enforce any obligation, duty or right under this Agreement must be commenced within one (1) year from the date that such cause of action accrues. IN NO EVENT SHALL THE BANK BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES IN CONNECTION WITH YOUR TRANSFER OR BILL PAYMENT INSTRUCTIONS.

K. ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Telephone us at **(518) 943-2600, Option "0"** or write to us at **The Bank of Greene County, Attn: Operations Department, P.O. Box 470, Catskill, N.Y. 12414** or E-mail us at support@tbogc.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number (if any).
- ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

L. ALL TRANSACTIONS

If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You can request copies of documents we use for our investigation. The Bank's record of your account is the one that will be binding if there is a difference between the Bank's record and your statement.

M. AMENDMENTS TO THIS AGREEMENT

You agree that, unless otherwise required by law, the Bank reserves the right to change the terms and conditions of this Agreement without prior notice to you. The Bank may choose to notify you of any amendments made to this agreement in person when you make a funds transfer request, by mail at your address of record, by statement message, or electronically if you have previously agreed to receive electronic notifications from the Bank. If you do

not agree to the change or amendment, you must immediately notify us and cancel your access to the Bank's Online Banking Service.

N. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on your personal representatives, executors, administrators, and successors. The account established under this agreement is not assignable or transferable except with our consent. We must approve any pledge of the account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the account be closed and a new account opened in the name of the transferee or pledge.

O. NO WARRANTY

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

P. ACTIONS BEYOND OUR CONTROL

We shall not be responsible for any occurrence, act or omission not within our reasonable control, including, without limitation, the inoperability or malfunction of any communications, computer or payment system, power outages, acts of God, war, labor difficulties, or actions of any government either in its sovereign or contractual capacity.

Q. INDEMNIFICATION

You shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns (the "Indemnitees") from and against all liability, loss, and damage of any kind asserted against the Indemnitee and arising or relating to the Online Banking Service, by reason of any acts or omissions by you or anyone else, or for any other reason, except to the extent such acts or omissions are caused by the gross negligence or willful misconduct of such indemnitee and provided that reliance by the Indemnitee without further investigation, on any oral, telephonic, electronic, written or other request, notice, or instruction believed by the Indemnitee in good faith to have been given by you will not constitute gross negligence or willful misconduct by the Indemnitee.

R. GOVERNING LAW AND VENUE

In general, this Agreement shall be governed by federal law and, where not in conflict with or preempted by federal law, the laws of New York State. Funds transfers authorized under this Agreement may involve one or more funds transfer systems, such as NACHA. In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. You agree not to violate the laws or regulations of the State of New York or the United States, including without limitation, the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control. Any action arising out of this Agreement or to enforcement its terms shall be heard in a court of the State of New York in Greene County and no other.

S. TERMINATION AND SEVERABILITY

The Bank may terminate this Agreement at any time by giving written notice to you. If any portion of this agreement is found to be unenforceable, its remaining portions shall remain in full force and effect.

T. AGREEMENT TO TERMS AND CONDITIONS

BY CLICKING THE REQUISITE CHECKBOX WHICH DEMONSTRATES YOUR CONSENT, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS BANK OF GREENE COUNTY / GREENE COUNTY COMMERCIAL ONLINE SHARED ACCESS AGREEMENT, ALL APPLICABLE NEW YORK STATE AND FEDERAL LAWS AND REGULATIONS, AND THE UNIFORM COMMERCIAL CODE (UCC).



**CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY
AND TO RECEIVE ELECTRONIC STATEMENTS, DISCLOSURES, AND NOTICES**

If you open an account that requires electronic delivery of statements, disclosures and /or notices, you consent to receive such statements, disclosures, and notices related to your account(s) with "The Bank" electronically. This section describes your rights to conduct transactions electronically and the consequences of withdrawing your consent. We recommend you print and retain a copy of this disclosure and all the disclosures and agreements related to this transaction.

Once you consent to this agreement by clicking the requisite checkbox which demonstrates your approval, and we verify that you are able to receive electronic documents, you will receive statements; disclosures; and notices via electronic means.

If you do not consent, you will **not** be permitted to open an account online or maintain an account which requires delivery of electronic statements, disclosures, and notices and all such documents will be mailed to your address of record in paper format.

A. ELECTRONIC AGREEMENTS, NOTICES AND COMMUNICATIONS

If you consent to receive statements; disclosures; and notices electronically:

1. You agree that we may send you disclosures, notices and periodic account statements either by e-mail or by posting them on your Online Banking account for your review; and that you have the necessary equipment, hardware, and software to receive these documents electronically; and
2. You agree to receive all documents electronically including all periodic statements, deposit account agreements, truth in savings account disclosures, privacy notices, funds availability disclosures ("Your Ability To Withdraw Funds"), Substitute Checks and Your Rights (Check 21) Disclosures, Electronic Funds Transfer Disclosures, Overdraft Privilege Program Disclosures, Schedule of Service Charges Disclosures, any addendums to the above, and any other disclosures required by Federal or State regulation now or in the future; and
3. You agree to electronically receive all notices related to the servicing of your account including, but not limited to, overdraft notices, excessive transaction notices, certificate of deposit maturity notices, and all other notices regarding changes, updates, or modifications to your accounts; and
4. You agree to update the Bank whenever your e-mail address changes so that we may continue to communicate with you electronically. To do this, you must sign on to your Internet Banking account and update your security preferences with your new e-mail address. You should also provide us with your new e-mail address either in person at one of our branch locations or in writing at the address below; and
5. You agree that if, after you have consented to receiving electronic documents, you would like to receive a paper copy of any statement, notice, or disclosure, you can obtain one free of charge by calling us or writing us at the number or address listed below and that we may charge a fee to reproduce a paper statement if one has already been provided to you electronically; and
6. You agree that you may withdraw your consent to receive statements, notices, or disclosures electronically at any time in person at one of our branch locations or by writing to us at the address listed below. Your withdrawal of consent will be effective within 15 days from its receipt by the Bank; and
7. You agree that if you have a bank product that requires electronic statements, notices or disclosures, your withdrawal of consent will mean that (1) if possible, we will convert your account to a paper statement version of the account; or (2) if not possible, you will no longer be eligible to hold the account and such

withdrawal of consent will act as a request to close the account and all consequences of such account closing (forfeiture of interest, for example) will apply.

We reserve the right to provide any documents or communications in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you to the Bank must be in writing.

Unless specifically authorized by this agreement, no electronic communication from The Bank to you shall be a binding agreement between you and The Bank unless there is an express written confirmation between you and The Bank in a separate written agreement.

B. HARDWARE AND SOFTWARE REQUIREMENTS

The minimum computer hardware and software requirements to receive and keep the electronic statement, disclosures, and notices are:

- vi. A Personal Computer, Macintosh Computer, or any other electronic mobile device that permits you to read, print and save Adobe Acrobat PDF files;
- vii. An Internet connection, a valid e-mail account, and an active "Internet Service Provider;"
- viii. A web browser that supports 128-bit SSL encryption;
- ix. The ability to download or print documents; and
- x. Adobe Acrobat Reader software.

If, after you have consented to receiving electronic documents and communications, a change in the hardware or software requirements creates a material risk that you will not be able to access or retain subsequent electronic statements, disclosures, and notices, we will provide you with a statement of: (a) the revised hardware requirements for access to and retention of the electronic statements, disclosures, and notices; and (b) your right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not otherwise disclosed in this agreement. We will then obtain your consent and verify that you are able to receive electronic documents after the change in the hardware and software requirements.

C. CONTACT INFORMATION

Mailing Address: **The Bank of Greene County
P.O. BOX 470
Catskill, NY 12414**

Telephone: **Customer Service Center
(518) 943-2600, Option "0"**

E-Mail Address: support@tbogc.com

D. AGREEMENT TO TERMS AND CONDITIONS AND CONSENT

BY CLICKING THE REQUISITE CHECKBOX WHICH DEMONSTRATES YOUR APPROVAL, YOU CONSENT TO RECEIVE STATEMENTS; DISCLOSURES; AND NOTICES ELECTRONICALLY AND TO THE TERMS AND CONDITIONS AS DESCRIBED ABOVE.



ELECTRONIC FUNDS TRANSFER DISCLOSURE: CONSUMER CUSTOMERS

A. INTRODUCTION

This disclosure addresses the terms and conditions which will apply when you, a consumer customer, authorize or arrange for Pre-authorized Electronic Funds Transfers to be credited or debited from your consumer account using The Bank of Greene County Online Banking Services and Mobile Application Service. All other terms and conditions set forth in this disclosure for your account will also apply.

B. DEFINITIONS

“Account(s)”	Means your consumer Bank of Greene County Statement Savings, Money Market, or NOW/Premiere/Regular Checking account(s).
“Account Owner, You, Your”	Means each person who maintains a consumer account with The Bank of Greene County individually, jointly or on behalf of another person.
“Electronic Funds Transfer” or “EFT”	Means any transfer of funds that is initiated electronically through Online Banking or Mobile Banking for the purpose of ordering, instruction, or authorizing us to debit or credit your account. The term includes, but is not limited to, Direct Deposit of Federal Recurring Payments to your account and transfers to or from your account which you pre-authorized a third party to make. The term does not include payments made by check, draft, or similar paper instrument at an electronic terminal or elsewhere.
“Electronic Payment”	You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and pay bills.
“Rules”	Means The Bank of Greene County’s rules for Savings and NOW/Regular Checking accounts, including those rules about Electronic Funds Transfers.
“We,” “Us,” “Our,” “Ours,” and “the Bank”	Means The Bank of Greene County.

C. FUTURE CHANGES AND CANCELLATIONS

We have the right to change this Agreement, and will notify you in writing at least 21 days before the effective date of any change that will (1) increase any fees or charges or your liability, (2) reduce the ATM/POS services available to you, (3) place stricter limits on the frequency of transactions, or (4) decrease the daily maximum cash you can withdraw in a day. No advance notice is required for changes that are necessary for security reasons.

D. ADVISORY AGAINST ILLEGAL USE

You agree not to use your Card(s) for illegal gambling or other illegal purpose. By display of a payment card logo, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

E. Preauthorized Credits (Including Social Security)

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at **(518) 943-2600, Option "0"** on or after the due date to find out whether or not the deposit has been made. If the normal due date is a legal holiday, you may call the prior business day.

F. Periodic Statements

You will get an account statement each month (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly). The statements will be mailed to the address shown on our records.

G. Passbook Account Where the Only Possible Electronic Fund Transfers are Preauthorized Credits

If you bring or mail your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook. Passbooks should be updated at least annually.

H. OUR RIGHT TO DENY TRANSFERS

You agree to maintain sufficient collected funds in your deposit account to cover any transfers or payments. We reserve the right to deny Online Banking transactions if, through no fault of ours, you do not have enough money available in your Deposit Account(s) or available to draw from our Line of Credit to make the transfer.

We also reserve the right to deny Online Banking transactions if one of the following exceptions exists:

- i. If the transfer would exceed the limit on your Personal or Business Credit Line, or Overdraft Protection Privilege.
- ii. If the Bank's Online Banking Service, your Computer, or your Mobile Device was not working properly.
- iii. Circumstances beyond our control (such as fire, flood, power failure, or computer failure) prevent us from completing the transfer, despite reasonable precautions we have taken.
- iv. If the money in your Deposit or Loan Account(s) is subject to legal process or other encumbrance restricting the transfer.
- v. If you do not give proper, complete, or correct instructions for the transfer, or you do not follow the procedures in this, or any other, agreement with us for requesting a transfer.
- vi. If your user name and/or password have been reported lost or stolen, or we have canceled or disabled your user name and/or password, or the Bank's Online Banking Service.
- vii. If we have reason to believe that you or someone else is, or may, use the Bank's Online Banking Service for fraudulent or illegal purposes.
- viii. If a payment or transfer request consisted of money deposited in a form or by a method whereby the money is not yet available for withdrawal. There may be other exceptions stated in our Account Agreement(s) with you.

In the event we refuse payment of a preauthorized electronic fund transfer because your Deposit Account has insufficient funds to cover the transfer, you understand and agree that we will notify you of our refusal to pay the transfer by secure electronic message through the Online Banking System.

E. LIABILITY OF INSTITUTION: FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER

The Bank will make every effort to assure that your transfers are made quickly and correctly. If you request that we automatically transfer funds on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will only be liable to you in accordance with "**Limit of Our Responsibilities,**" below.

F. LIMIT OF OUR RESPONSIBILITIES

We agree to make reasonable efforts to ensure the full performance of the Bank's Online Banking Service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your computer or mobile device, or caused by any browser software. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s).

We will exercise ordinary care in providing the Online Banking Service and will be responsible for a loss sustained by you only to the extent such loss is caused by our reckless or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall we have any liability for any indirect, incidental, consequential (including lost interest or profits), loss or damage from wrongful dishonor, or special or punitive damages, whether or not the possibility of such damages was disclosed to us or could have been reasonably been foreseen by us.

In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Bank's Online Banking Service.

If we nevertheless become liable to you for a payment or transfer in an amount that exceeds the amount as per your instructions or for an unauthorized payment or transfer, our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest from the date of transfer to the date of refund, but in no event to exceed 60 days interest. Such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank where the Bank is headquartered for each day interest is due, computed on the basis of a 365 day year. We shall not be liable to you for your attorney's fees, except as required by law.

However, there are some exceptions. We will not be liable, if for instance:

- i. Through no fault of ours, you do not have enough money in your account to make the transfer.
- ii. The transfer would go over the credit limit on your credit line.
- iii. Circumstances beyond our control (such as fire, flood, power failure, or computer failure) prevent us from completing the transfer, despite reasonable precautions we have taken.
- iv. We do not receive sufficient information to complete the transaction.
- v. Your account is frozen because your co-depositor notified us of a dispute between you.
- vi. Your account is frozen because of a court order, legal process or other claim.
- vii. Your account has been closed or your Online Banking privileges have been cancelled.
- viii. We do not complete the transaction because we are protecting the security of your account.
- ix. Some other problem prevents us from completing the transaction the way you requested, and we are able to correct the problem and complete the transaction later.
- x. The delay causes you no losses or damages which you can prove in court.
- xi. There may be other exceptions stated in our account agreement(s) with you.

G. ONLINE TRANSACTIONS

Except for the special features of our "Mobile Banking Applications Service," as described in our Mobile Banking Services Agreement, Online Banking allows you to perform the following functions:

- i. You may transfer funds between eligible Deposit Accounts and Loan Accounts;
- ii. You may transfer funds between your eligible Deposit Accounts and an account(s) at another financial institution or brokerage (see section (h)(9) below for details);
- iii. You can obtain balances and transaction history on eligible Deposit Accounts;

- iv. You can place stop payments on checks that have not been paid;
- v. You can reorder checks;
- vi. You can arrange to have bill payments made from your eligible Checking Accounts;
- vii. You can perform person to person payments from or to your eligible Deposit Accounts (see section (h)(9) below for details);
- viii. You can send and receive electronic mail (e-mail) to/from us;
- ix. You can obtain transaction information on Loan Accounts; and
- x. You can access up to 16 months of electronic statements for your eligible Checking, Money Market, and Savings Accounts (see section (h)(8) below for details);
- xi. Open certain eligible new accounts online, and
- xii. Perform any of the other banking services currently offered or to be offered in the future through Online Banking.

These features of Online Banking are limited to the extent, and subject to the terms, noted below:

H. SAVINGS AND MONEY MARKET ACCOUNTS

If your account is a savings or money market deposit account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, electronic (including computer initiated), or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order. If you exceed more than six (6) such transfers, we may not honor the item. A “preauthorized transfer” includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.) In accordance with federal law, if you have more than the allowable transactions in any one period, your account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. Refer to the Bank’s Schedule of Service Charges for any fees that may apply.

I. INTERNAL TRANSFERS

Funds can be transferred immediately or on a future date (“Scheduled Payments”) between your eligible Deposit Accounts and Loan Accounts. Individual or daily transfers between eligible Deposit Accounts and Loan Accounts may be made in an amount that could exceed the balance in your Deposit Account, but not the credit limit for your Loan Account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transactions from your Deposit Accounts and Loan Accounts for security reasons. If you are making a transfer to a loan account, the transfer must be made prior to 2 PM EST in order to ensure it is credited the same day. A transfer made to your loan account after 2 PM EST may result in a debit to your deposit account the day you make your transfer, while your mortgage account may not be credited until the following Business Day. This could result in late charges or negative credit reporting depending on the due date and grace period of your mortgage account.

J. ACCOUNT INFORMATION

The Deposit or Loan Account information that you access via the Bank’s Online Banking Service will generally be current as of the Business Day (as defined below) you obtain the information, unless another time is specified.

K. Stopping Payments

1. Right to Stop Payment and Procedure for Doing So

If we agreed in advance to make one time or regular payments out of your account, you can order us to stop any of these payments by calling us or writing us at least three business days before the payment is due to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request—but it is not obligated to do so.

To place or cancel a stop-payment order, you must contact Customer Service at:

**The Bank of Greene County
Customer Service Center
P.O. Box 470
Catskill, N.Y. 12414.**

Phone: (518) 943-2600, Option "0"

If you place your stop payment order by telephone, we will also require you to put your request in writing and get it to us within 14 days after your call. Otherwise your verbal request will expire. We will charge you a fee for each stop-payment order you give us. If you change your mind after the stop-payment order is on file, we may charge you a fee to cancel it. (A listing of applicable fees is provided under separate cover). Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation.

2. NOTICE OF VARYING AMOUNTS OF *Preauthorized Transfer*

If regular payments will vary in amount, we or the person you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much the payment will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

3. *Liability for Failure to Stop Payment of Preauthorized Transfer*

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so; we will be liable for any direct losses or damages you can prove.

4. PAYMENT CANCELLATION OF BILL PAYMENT REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions on the Bank's Online Bill Payment website. There is no charge for canceling or editing a Scheduled Payment. Once the Bank or its Bill Payment Service Provider has begun processing a payment, however, the payment cannot be cancelled or edited, therefore a stop payment request must be submitted.

5. STOP PAYMENTS OF BILL PAYMENT TRANSACTIONS

The ability to process a stop payment for a Bill Payment request for a payment scheduled to be made through the Bill Payment Service will depend on the payment method and whether or not a check has cleared. The Bank or its Bill Payment Service Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you established one time or regular Bill Payment payments out of your account, you can order us to stop any of these payments by placing a stop payment through online banking, calling us, or writing us at least three business days before the payment is due to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request—but it is not obligated to do so.

If you desire to stop any payment that has already been processed, you must contact Customer Service at:

**The Bank of Greene County
Customer Service Center
P.O. BOX 470
Catskill, N.Y. 12414
Phone: 1 (518) 943-2600, Option "0"**

Although the Bank will make reasonable efforts (and cause its Bill Payment Service Provider to make reasonable efforts) to accommodate your request, neither the Bank nor its Bill Payment Service Provider will have any liability for failing to do so.

L. DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (518) 943-2600 on or after the due date to find out whether or not the deposit has been made. If the normal due date is a legal holiday, you may call the prior business day.

M. ELECTRONIC STATEMENTS

Electronic statements for your eligible Checking, Money Market, and Savings Accounts are available through Online Banking. We will archive electronic statements for your eligible Accounts beginning on the date of the first electronic statement you receive after enrolling in Online Banking. We will continue adding your most recent electronic statement to the archive each month until the archive contains 16 months of electronic statements. After that, you will be able to access the most recent 16 months of electronic statements.

N. TRANSACTION POSTING SCHEDULE

The balances provided through the Bank's Online Banking Service should be current up to the time you log in. Other transactions may be delayed. Transactions are reflected on the Bank's Online Banking Service at different times and on different schedules. We may provisionally post transactions to your Account during any Business Day; however, we may treat them as if we received all of them at the end of the Business Day. For more information on Item Processing Orders, please refer to the Deposit Account Agreement. Pending transactions shown reflect the most recent activity occurring in your account throughout the day. These transactions may include authorization transactions whereby a merchant is verifying bank account and sufficient funds. These transactions are reflected in your current and available balances and the amount of these transactions may be different from the actual purchase amount depending on the payment mechanism and merchant. For example, a debit card transaction from a restaurant may be 25% more to insure sufficient funds for the amount of the meal and any tip included on the slip. Pending transactions are processed each Business Day and will post for the actual authorized amount and be reflected in history with any additional detail. Certain pre-authorization transactions may remain pending longer than one day before processing, depending on the type of transaction and merchant. Your available balance will reflect any holds or floats on your account. Holds and floats are included in pending transactions. To determine the availability of funds you have deposited, please refer to the Deposit Account Agreement.

O. CUSTOMER'S RESPONSIBILITY

You are responsible for all transfers, payments and other transactions you authorize using the Bank's Online Banking Service. If you permit other persons to use your user name and password to access the Bank's Online Banking Service, you are responsible for any resulting transactions from your linked Deposit Accounts and/or Loan Accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your user name, password, and enhanced log-in security answers by persons you have authorized. You are responsible for keeping your user name, password and account data confidential at all times. Any payment made through the Bank's Online Banking Service requires accurate payee address and account information. The Bank is not responsible for any charges imposed or other actions taken by payee resulting from late payment, including but not limited to finance charges and late fees.

P. LIMIT OF OUR AND OTHER PROVIDER'S RESPONSIBILITIES

We agree to make reasonable efforts to ensure the full performance of the Bank's Online Banking Service. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your computer or mobile device, or caused by

any browser software. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s). In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Bank's Online Banking Service. We make no express or implied warranties concerning the Bank's Online Banking Service, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of a third party's proprietary rights unless disclaiming such warranties is prohibited by applicable law. The Bank's Online Banking Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Bank's Online Banking Service.

Q. PROPRIETARY PROPERTY

We note The Bank's Online Banking Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of the Bank's Online Banking Service.

R. BUSINESS DAYS

Our Business Days are every day, except Saturdays, Sundays, and federal holidays as defined in your Account Agreement(s). You can use your Computer or other Internet access device to access the Bank's Online Banking Service 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

S. RIGHT TO GET DOCUMENTATION OF ELECTRONIC BANKING TRANSACTION

Your monthly statement will reflect electronic activity on your Deposit Account. You agree to review your monthly statement promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must notify us at once. You also agree to notify us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, Money Market Savings Accounts, and CDs, will receive a quarterly statement if there is no electronic activity unless we determine that your account has been inactive for a reasonable period of time. (Please note that IRA statements are sent semi-annually.) Online Banking Bill Payments will appear on your Deposit Account statement as a bill payment. A copy of any documentation provided to you, which indicates that an Electronic Funds Transfer was made, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

T. RECONCILEMENT

All transfers and payments will appear on your regular account statement. You acknowledge that it is your obligation to examine the statement for any discrepancy concerning any funds transfer. If you fail to notify the Bank of any such discrepancy within sixty (60) days after you receive the statement or other sufficient information to detect the discrepancy, the Bank shall not be liable for any loss related to the funds transfer, and you shall indemnify and hold the Bank harmless from any loss of interest with respect to the funds transfer and any other loss which could have been avoided, had you given such notice.

U. LIMITS ON ELECTRONIC BANKING TRANSACTIONS

For security reasons, there are limits on the dollar amount of bill payments and the dollar amount of all bill payments in one day which you can make using Online Bill Payment. The Online Bill Payment limits are \$5,000 per transaction. Any transactions above those limits cannot be processed through Online Bill Payment.

Transactions sent to foreign destinations via the Bank's Online Banking Services are prohibited and will not be processed.

V. DISCLOSURES OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information about your account or transactions to third parties in the following circumstances:

- i. For our everyday business purposes to complete transactions or resolve errors involving your account(s);
- ii. To comply with legal process, such as court orders or subpoenas from government agencies;
- iii. To verify the existence and condition of your account(s) to third parties, such as a credit bureau;
- iv. For us to market our products and services to you;
- v. For our affiliates everyday business purposes;
- vi. When you give your written permission to us or to the person asking for the information; or
- vii. As otherwise required or permitted by law, such as to regulatory or consumer reporting agencies, or to protect against fraud.

W. FEES

You will not be charged for use of the Bank's Online Banking, Mobile Banking Applications Services, or Shared Access Service. We may add fees for these Services by following the procedures outlined in your Deposit Account Agreement for making changes. The service charges and fees provided for in your Account Agreement(s) will apply. Please refer to your Account Agreement(s) and Fee Schedule for a listing of these fees. You are also responsible for all telephone, mobile remote access and other similar charges incurred in connecting to the Bank's Online Banking Service and for charges by any Internet service provider providing connection to the Internet.

You may be charged a fee for use of the Bank's Bill Payment Service, and for use of the Popmoney service.

X. UNAUTHORIZED CONSUMER TRANSACTIONS AND ERROR RESOLUTION PROCEDURES

1. REPORTING LOST OR STOLEN ACCESS DEVICES

Notify us AT ONCE if you believe your Mobile Device or your user name, password, or both have been stolen or used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you notify us within 2 business days after you learn of the loss or theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, you can lose no more than \$50 if someone used your Mobile Device, user name and/or password or withdraws funds from your Deposit Account by electronic fund transfer without your permission. If you do NOT notify us within 2 business days after you learn of the loss or theft of your Mobile Device, user name and/or password or any unauthorized electronic fund transfer from your Deposit Account, and we can prove we could have prevented someone from using your user name and/or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within 60 calendar days after the statement was mailed to you or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

If you believe your Mobile Device or your user name, password, or both have been stolen or used without your permission, you must contact Customer Service at:

**The Bank of Greene County
Attn: Operations Department
P.O. Box 470
Catskill, N.Y. 12414**

Phone: (518) 943-2600, Option "0"

You should also contact us if you believe a transfer has been made using the information from your check or account without your permission.

Our business days are Monday through Friday. Holidays are not included.

Our Customer Service Center is available Monday through Wednesday from 8:00 AM to 5:30 PM; Thursday and Friday from 8:00 AM to 7:00 PM; and Saturday from 8:30 AM to 2:00 PM.

You agree not to contact us via email if you believe your Mobile Device or user name, password, or both have been stolen or used without your permission or to report unauthorized transfers.

2. REPORTING UNAUTHORIZED TRANSACTIONS

In case of errors or questions about your Electronic Transfers, you must contact Customer Service at:

**The Bank of Greene County
Attn: Operations Department
P.O. Box 470
Catskill, N.Y. 12414**

Phone: (518) 943-2600, Option "0"

You agree not to contact us via e-mail if you need information about an Electronic Funds Transfer or if you believe there is an error on your bank statement relating to an Electronic Funds Transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number (if any).
- ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The Bank's record of your account is the one that will be binding if there is a difference between the Bank's record and your statement.