

Website and Mobile Application Terms of Use

Last updated: October 2025

BEFORE USING OUR BANK WEBSITE (www.thebankofgreenecounty.com) OR INVESTOR RELATIONS WEBSITE (COLLECTIVELY “SITES”), WEB PAGES OR MOBILE APPLICATIONS, OR ANY INFORMATION CONTAINED ON OUR WEBSITE OR IN OUR WEB PAGES OR MOBILE APPLICATIONS (SITES, WEB PAGES, MOBILE APPLICATIONS AND INFORMATION COLLECTIVELY “ONLINE SERVICES”) YOU SHOULD CAREFULLY READ THE FOLLOWING DISCLAIMERS AND IMPORTANT TERMS AND CONDITIONS (THE “AGREEMENT”).

THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, AND INCLUDE A WAIVER OF A JURY TRIAL OR CLASS ACTION. (See Section 14 below)

YOUR USE OF ANY OF THE ONLINE SERVICES CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS THE ONLINE SERVICES, INCLUDING ANY SITES, WEB PAGES AND/OR MOBILE APPLICATIONS OR THE INFORMATION PROVIDED ON THOSE PLATFORMS.

1. AGREEMENT. This Agreement describes the terms and conditions on which Bank of Greene County (“BOGC”)[1] allows access and use of its Sites, including products and services provided by BOGC, its parent Greene County Bancorp, Inc., subsidiaries and affiliates including through the Online Services. Services made a part of or available through the Online Services, including web pages and/or mobile applications, are collectively referred to herein as the “Offerings”. Some of the BOGC web pages and/or mobile applications may provide services, features or offers under their own terms and conditions of use and you agree to comply with such terms of use in your use of those services. In the event of a conflict, the additional terms and conditions will govern for those sections or pages. You may be asked to execute supplemental agreements, in paper or electronic form, before you are permitted to access or use certain features or functionality on the Sites (each, a “Supplemental Agreement”). In the case of Supplemental Agreements presented to you online, you authorize us to rely upon “checks” or “clicks” in designated locations that are attributable to your password as your consent to the terms of such Supplemental Agreements. This Agreement is in addition to any Supplemental Agreement and is not intended to supersede or modify any such Supplemental Agreement, nor is such Supplemental Agreement intended to supersede or modify this Agreement.

[1] “Bank of Greene County”, “BOGC,” “we”, “us”, or “our” on any of our Sites, and in this Notice, refers to Greene County Bancorp, Inc., its affiliates and subsidiaries, including The Bank of Greene County and Greene County Commercial Bank

2. CONTENT. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on or offered through the Online Services is owned, controlled or licensed by or to BOGC and is protected by applicable trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Certain other words and symbols used to identify the source of third party goods and services are trademarks of their respective owners. The display of any such trademarks or trade dress on the website does not imply that a license of any kind has been granted.

All information and Content offered via the Online Services is protected under the copyright and trademark laws of the United States and other countries, as applicable. Except as expressly provided in these Terms of Use, no part of the Online Services or Sites and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without BOGC’s express prior written consent. Any unauthorized use, downloading, re-transmission, display, distribution or other copying, or modification of any copyrightable matter in the above and/or the Content on or offered through the Sites is strictly prohibited, and could subject those engaging in such activities to legal action.

You may use information on BOGC products and services (such as brochures, fact sheets, marketing and similar materials) purposely made available by BOGC for downloading from the Online Services, provided that you (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents. The products and services described in various webpages on the Sites, as applicable, may only be offered in certain jurisdictions where they may be legally offered for sale or otherwise as designated by BOGC in its sole business discretion. The Online Services and Content are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be restricted, prohibited or otherwise contrary to applicable law or regulation.

3. NO INVESTMENT ADVICE OR OFFERS. None of the information offered via the Online Services constitutes investment advice or recommendations as to the suitability of any specific product or security. All Content is provided for your convenience and information only, and no Content shall constitute an offer to sell or a solicitation of an offer to buy any security. Prior to the execution of any transaction by you involving information you received from the Sites, you should consult your financial, business, tax and accounting advisors and your attorney, with respect to the price, suitability, value, risk or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. Investment Services are not bank deposits or insured by the FDIC or other entity, and are subject to investment risks, including possible loss of principal amount invested. Not all of the products and services described at the Sites are available in all geographic areas.

4. MARKET INFORMATION. We may make available to you through the Online Services financial information that we obtain from Third Party Providers. This may include financial market data, quotes, news, analyst opinions and research reports (collectively, "Market Information"). We do not endorse or approve the Market Information, and we make it available to you only as a convenience. We and Third Party Providers do not (a) guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information; or (b) warrant any results from your use or reliance on the Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither we nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither we nor the Third Party Providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by us to receive it. If you are a securities broker, dealer, banker or investment advisor, you agree not to use the Market Information provided by us for any purpose related to your business.

5. DATED AND FORWARD-LOOKING STATEMENTS. Certain information on the Sites may contain certain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. The words "believe," "expect,"

“anticipate,” “optimistic,” “intend,” “aim,” “will” or similar expressions are intended to identify forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements. Any dated information is published as of its date only. Dated and forward-looking statements speak only as of the date on which they are made. We undertake no obligation to update or revise any dated or forward-looking statements.

6. DISCLAIMERS. BOGC IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS (INCLUDING TYPOGRAPHICAL ERRORS) OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF THE ONLINE SERVICES OR THE CONTENT. THE ONLINE SERVICES, ALL CONTENT, LINKS AND ANY OF THE SERVICES INCLUDED IN OR AVAILABLE THROUGH THE ONLINE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH NO GUARANTEE OF COMPLETENESS, ACCURACY (EITHER WHEN POSTED OR WITH THE PASSAGE OF TIME), TIMELINESS OR OF THE RESULTS OBTAINED THEREFROM, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IN ADDITION, BOGC MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE ONLINE SERVICES WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL BOGC OR OUR AGENTS, OFFICERS OR EMPLOYEES THEREOF BE RESPONSIBLE FOR OR LIABLE TO YOU OR ANYONE ELSE FOR: ANY CONTENT CONTAINED ON OR OMITTED FROM THE ONLINE SERVICES OR SITES; ANY PERSON'S RELIANCE ON ANY SUCH CONTENT, WHETHER OR NOT THE CONTENT IS COMPLETE, CURRENT OR CORRECT; ANY VIRUSES OR DEFECTS THAT MAY BE FOUND TO EXIST IN THE ONLINE SERVICES, THE CONSEQUENCES OF ANY DECISION YOU OR ANY OTHER PERSON TAKES OR FAILS TO TAKE WHETHER OR NOT BASED ON CONTENT PROVIDED BY OR RESULTING FROM USE OF THE ONLINE SERVICES. BOGC IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE, REFERENCE, OR RELIANCE ON THE CONTENT CONTAINED ON OR OMITTED FROM THE ONLINE SERVICES. THE CONTENT, AND ANY ADVICE RECEIVED VIA THE SITES, IS NOT INTENDED, AND SHOULD NOT BE RELIED UPON, FOR PERSONAL, LEGAL, TAX OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE ONLINE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ONLINE SERVICES.

7. LINKS TO THIRD PARTY SITES. As a convenience to you, BOGC may provide links to websites operated by entities other than BOGC (“Linked Sites”). The Linked Sites are not under the control of BOGC. If you use a Linked Site, you will leave the Sites. If you decide to visit any Linked Sites, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements and understand the privacy policies of the Linked Sites. BOGC makes no warranty or representation regarding, and does not endorse, nor is responsible for, any Linked Site, the information appearing thereon or any of the products or services described thereon. Linked Sites may have a privacy policy different from that of BOGC and the Linked Site may provide less security than the BOGC Sites. Links to Linked Sites do not imply that BOGC sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo, symbol or copyright of BOGC.

As is noted in our Website and Mobile Application Privacy Notice when you opt to (1) apply to open a checking or savings account, (2) manage your Greene Rewards, (3) login to your existing banking or investment accounts or (4) order checks through the Online Services, each of those products is hosted on a site through one of BOGC’s non-affiliated third party partners. To the extent you engage with any of those offerings, please review the applicable privacy policy, which will govern your activities on the respective site.

8. PRIVACY. Use of the Online Services is governed by Website and Mobile Privacy Notice and our CCPA Privacy Notice. When you access the Online Services, you signify your agreement to the terms of these documents. Consistent with our Privacy Notices, where a user is under the age of thirteen years, their use must be authorized through a parent or guardian.

9. INTERNET EMAIL. BOGC strongly discourages the use of ordinary email systems to communicate with BOGC. Ordinary email systems and messages may be vulnerable to interception, alteration and loss.

10. Electronic Communications; Email/SMS: By providing your contact information, you consent to receive electronic communications from us about the Site, BOGC and our offerings, consistent with applicable laws (including the U.S. CAN-SPAM Act). You may opt

out of marketing emails by using the unsubscribe link and of SMS by replying STOP. Transactional and service messages may still be sent.

11. INDEMNITY. You agree to defend, indemnify, and hold harmless BOGC and its Third Party Providers, directors, officers and employees from and against all claims, liabilities, losses, expenses or other costs, including attorneys' fees, arising out of your violation of any of the terms hereof by you, the content of any message sent using email, your violation of law, your use of the Online Services or Content, or your misuse of the Online Services, including such violation or misuses conducted by your employee or agent, if applicable.

12. SUSPENSION AND TERMINATION. BOGC may modify, terminate and/or suspend your access to the Online Services, the related services or any portion thereof at any time, without notice. BOGC may also impose limits on certain features and services or restrict your access to parts or all of the Online Services without notice or liability. BOGC may also at any time discontinue providing the Online Services, or any part thereof, with or without notice.

13. AMENDMENTS; MODIFICATIONS. BOGC reserves the right to change, modify, add or remove any portion of this Agreement in whole or in part, at any time, by posting the amended terms on the Online Services. The new terms shall automatically be effective and binding on you 15 days after they are initially posted on the Online Services. Your continued use of the Sites after any changes to this Agreement are posted will be considered acceptance of those changes.

14. GOVERNING LAW. You agree that your use of the Online Services shall be governed by all applicable federal laws and the laws of the State of New York without giving effect to any principles of conflicts of law. With respect to any disputes not subject to arbitration, you expressly agree to submit to the sole and exclusive jurisdiction of the state and federal courts sitting in the State of New York.

15. MANDATORY ARBITRATION. Any dispute or claim relating to your use of the Sites shall be resolved by binding arbitration, rather than in court. You agree to give up rights to litigate

your claims against BOGC in court or before a jury, or to participate in a class action or representative action with respect to your claims.

There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms of Use as a court would. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 12. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines those claims to be frivolous. Likewise, BOGC will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the State of New York.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid.

We each agree that any dispute resolution proceedings will be **on an individual basis and not in a class, consolidated or representative action**. If for any reason this claim proceeds in court rather than arbitration, we each waive any right to a jury trial, and such claims will proceed in accordance with the Governing Law provision in Section 14 of this Agreement. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

16. USE FOR ILLEGAL ACTIVITIES PROHIBITED. As you use the Online Services, you agree not to use the Online Services:

- in violation or attempted violation of the terms herein;
- in any manner which could damage, disable, interrupt, overburden, or impair the Online Services or interfere with any other party's use and enjoyment of the Online Services;
- for any illegal activities or attempted illegal activities (Illegal activities include, but are not limited to, tampering with information databases and software, unauthorized entry to other networks or computers, trafficking in illegal products or substances, disobeying trade restrictions, violating civil rights laws, knowledgeable vandalism, destruction of online files, transmitting any unlawful, infringing, harmful, inappropriate, or otherwise objectionable material of any kind, that can cause harm or delay to the Online Services, other users, BOGC, or computers of any kind.);
- Misrepresent your identity in any way;
- Violate or attempt to violate the security of the Online Services (Any such violations may result in criminal and/or civil penalties against you. We may investigate any suspected violation and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations);
- for any unsolicited advertising, solicitation, or promotional activities;
- to reverse engineer, disassemble or decompile any section or technology on the Online Services;
- to launch or use any automated system, including without limitation “robots,” “spiders” or “offline readers,” that access the Online Services in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- to transmit chain letters, unsolicited messages, “spamming” or “phishing” messages, or messages marketing or advertising goods and services.

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Online Services including U.S. export laws and regulations, which regulate the distribution of materials and services originating in the United States. We prohibit caching, unauthorized hypertext links to the Sites, and the framing of any Content. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the Content available on any other websites linked to our Online Services.

17. GEOGRAPHIC RESTRAINTS. Online Services may not be available or may be limited in some jurisdictions outside the United States. You agree that you will not use the Online Services in locations that are prohibited under United States law and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

Questions about our Terms of Use

If you have questions or concerns about these terms, please contact us at 518-943-2600.