



## Electronic Banking - Access Agreement and Electronic Fund Transfer Act Disclosure Form

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**Agreement** - This Agreement, which includes the Fee Schedule, is a contract which establishes the rules which cover your electronic access to your accounts at The National Union Bank of Kinderhook (Also known as: Kinderhook Bank) through Fiserv's Internet Banking products known as eCom. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your National Union Bank of Kinderhook accounts as well as your other agreements with The National Union Bank of Kinderhook such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and The National Union Bank of Kinderhook's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with Fee Schedule, constitutes the entire agreement between you and the National Union of Kinderhook with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "BANK" mean The National Union Bank of Kinderhook. "You" and "your" refer to the accountholder authorized by BANK to use ONLINE BANKING under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your BANK accounts using ONLINE BANKING including bill payments. "ONLINE BANKING Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Bank holidays are not included.

**Access** - To use SYSTEM, you must have at least one account at BANK, access to Internet service, and an e-mail address. Once we have received your Enrollment Information, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. We undertake no obligation to monitor transactions through ONLINE BANKING to determine that they are made on behalf of the accountholder.

**Services** - You can use ONLINE BANKING to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, make stop payment requests, view checks, pay your loans from your bank accounts, and pay bills from your BANK accounts in the amounts and on the dates you request.

**Hours of Access** - You can use ONLINE BANKING seven days a week, twenty-four hours a day, although some or all ONLINE BANKING services may not be available occasionally due to emergency or scheduled system maintenance.

**Your Password** - For security purposes, you are required to change your Access ID and Password upon your initial login to ONLINE BANKING. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to ONLINE BANKING will be revoked. To re-establish your authorization to use SYSTEM, you may contact us to have your password reset or click the Forgot Password link to obtain a new temporary password.

The password that you select will be case sensitive and must include at least two alpha and two numeric digits. The password must be at least 8 (eight) characters long (a maximum of seventeen characters long).

Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You will be periodically required to change your password (every three months).

**Security** - You understand the importance of your role in preventing misuse of your accounts through ONLINE BANKING and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and Access ID are intended to provide security against unauthorized entry and access to your accounts. If your internet banking account is not accessed for a period of 6 months, it will become deleted from our Online Banking system and you must re-enroll as a first time user for access to Online Banking. Data transferred via ONLINE BANKING is encrypted in an effort to provide transmission security and ONLINE BANKING utilizes identification technology to verify that the sender and receiver of ONLINE BANKING transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the ONLINE BANKING system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others. **You should never send specific account information via e-mail.**

**Fees and Charges** - You agree to pay the fees and charges for your use of ONLINE BANKING Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

**Posting of Transfers** - Transfers initiated through ONLINE BANKING before 5:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. ONLINE BANKING identifies transfers based upon the access ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- B. Electronic fund transfers initiated through SYSTEM, which would result in an overdraft of your account, may, at our discretion, be cancelled;
- C. In the event the electronic fund transfers initiated through ONLINE BANKING which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Unlawful Internet Gambling** - In accordance with the requirements of the **Unlawful Internet Gambling Enforcement Act of 2006**, restricted *transactions* are prohibited from being processed through your account or relationship with The National Union Bank of Kinderhook. Restricted Transactions are transactions in which a person or company accepts credit, funds, instruments or other proceeds from another person or company in connection with unlawful Internet Gambling. When The National Union Bank of Kinderhook has "actual knowledge" of customer participating in restricted transactions, The National Union Bank of Kinderhook may use judgment to deny access to the bill payment feature and/or close your online banking account.

## **Bill Payment Services:**

**Description of Service** - The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

**Payment Scheduling** - The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment 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 Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

***The Service Guarantee*** - Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

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

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

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

***Payment Cancellation Requests*** - You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

***Stop Payment Requests*** - The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer service at (518) 758-4026 or toll free at (888) 325-3678. Although the Bank will attempt to accommodate your request, the Bank will have no liability for failing to do so. The Bank may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

***Exception Payments Requests*** - Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in ***The Service Guarantee*** section of this agreement) as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has 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 Service.

**Bill Delivery and Presentment** - The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact 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. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will 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. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. 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.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we 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 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.
8. 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. We 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. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us 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.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We 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 directly addressed and resolved with the Biller by you.

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

**Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

**Service Fees and Additional Charges** - You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

**Biller Limitation** - The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment as set forth in the **Prohibited Payments** section of this agreement or an Exception Payment under this Agreement.

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

**Information Authorization** - In addition to the terms outlined in the **Information Authorization** section of this agreement, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **Definitions -**

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service., and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is 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.

## **Mobile Banking Services**

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make other permitted financial transactions using compatible and supported mobile phones and/or other compatible and supported Internet Enabled devices (including phones, "Internet Enabled Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at <https://www.nubk.com/personal-banking-mobile-banking.htm>. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

**a. Mobile Banking Transactions.** Upon approval, you may use your Internet Enabled device to access your accounts and loans. You must use your User ID and Online Banking password to access your accounts. You will need an Internet Enabled device with access to The National Union Bank of Kinderhook Mobile Banking app or web browser version. You are responsible for the installation, maintenance and operation of your Internet Enabled device. You understand that the Mobile Banking Service may not be accessible or may have limited access over some mobile telephone networks, or based on the availability of mobile service. The Bank will not be responsible for errors or failures involving your Internet Enabled device or service. At present time, you may use Mobile Banking Service to:

- Review account balance and transaction history for your deposit and loan accounts.
- Review information on your loan account including due dates, and balance information.
- Transfer funds between your savings, checking and loan accounts.
- Make bill payments from your authorized funding accounts to payees, previously set up in eCom Online Banking, up to our standard per-check limit.
- Locate an ATM
- Locate a branch

**b. Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Internet Enabled device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Bank and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your Internet Enabled device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any Internet Enabled device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, you agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

**c. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered

unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Bank, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Bank has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

**d. Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours; including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Internet Enabled device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**e. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

- i. Transfers. You may make transfers to other accounts of yours as often as you like. However, transfers from your savings and money market accounts will be limited to a total of six (6) in any one month, with the exception to make a loan payment at the Bank. The Bank reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- ii. Account Information/Ownership. The account balance and transaction history may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM, Remote Deposit transactions and our Funds Availability Policy. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- iii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.
- iv. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- v. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

- vi. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- vii. **Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Internet Enabled device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Internet Enabled device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- viii. **Third Party Beneficiary.** You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection, and such service providers are, for the purposes of this subsection, third party beneficiaries with the power to enforce those provisions against you, as applicable.

## Mobile Source Capture

- 1. General Terms.** Mobile source capture services are designed to allow you to make deposits to your eligible National Union Bank of Kinderhook checking, statement savings, or money market accounts from your mobile device. This service allows you to create and submit electronic check images to us for deposit to your deposit account(s) that have been activated on your mobile banking service. We retain the ability to either approve or deny your use of mobile source capture in our sole discretion.
- 2. Required Mobile Banking Application.** You must obtain mobile source capture services within our mobile application. You must comply with the mobile device hardware, software and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any documentation or supplemental information or instructions we provide. You understand that if you fail to comply with such mobile device hardware, software and other requirements you may be unable to generate an acceptable image to complete a mobile source capture deposit.
- 3. Security.** We reserve the right to impose reasonable requirements to maintain the appropriate level of security for our mobile banking application. You agree to abide by such requirements. You should implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any data owned by you, which includes such data containing your personally identifiable information of any individual, and that your failure to do so could compromise the security of your information.
- 4. Ineligible Items.** You agree to scan and deposit only “checks” as that term is defined in Regulation CC. You agree that the image of a check transmitted to us shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You may not use mobile source capture to submit any of the following:
  - Checks or items payable to any person or entity other than you (i.e. no third party checks) unless deposited into an account in the name of all payees;
  - Checks or items payable to any commercial or business entity unless you are so authorized by the commercial or business entity and depositing to the account of that entity;
  - Checks or items drawn on foreign financial institutions or payable other than in US currency;



- Checks or other items containing apparent alteration to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
  - Checks or other items previously converted to a Substitute Check;
  - Checks or items presented that are Remotely Created Checks (as defined in Reg. CC);
  - Checks or items dated more than six (6) months prior to the date of deposit;
  - Checks payable on sight or payable through Drafts (as defined in Reg. CC);
  - Checks with any endorsement on the back other than that specified in this Agreement;
  - Checks that have previously been submitted through mobile source capture or through a remote deposit capture service offered by any other financial institution, or that have otherwise been deposited with us or any other financial institution, including checks that have been returned unpaid.
  - Checks or items prohibited or not otherwise acceptable under the terms of your account.
5. **Endorsements and Procedures.** You agree to endorse each check transmitted through mobile source capture with your signature and the endorsement “For Mobile Deposit Only, Kinderhook Bank Account # \_\_\_\_\_” whereupon you complete your account number for credit to after the # or any other endorsement that may be required by us. You agree to follow any and all other procedures and instructions for use of mobile source capture as we may establish from time to time. You must have linked your deposit account for credit with mobile source capture in order to make a deposit in that account.
6. **Receipt of Items.** We reserve the right to reject any item transmitted through mobile source capture, at our discretion, without liability to you. We are not responsible for items we do not receive, such as an image that is dropped during transmission. An item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of this confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account at any time, any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that we are not liable to you for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
7. **Availability of Funds.** You agree that items transmitted using mobile source capture are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through mobile source capture is received and accepted before 3:00 p.m. EST on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using mobile source capture will generally be available in two (2) business days from the day of the deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. In some cases, we may not make funds deposited using mobile source capture available in accordance with this general policy. Should this occur, we will notify you as to when your funds will be available. In the event we receive an item you transmit through mobile source capture where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases we will notify you of this action.
8. **Disposal of Transmitted Items.** You agree to retain each check you transmit or attempt to transmit using mobile source capture services for at least forty-five (45) calendar days from the date of the image transmission or attempted transmission. After that 45-day period, you agree to destroy the check, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to us upon request.
9. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits that you may transmit using the mobile source capture service, and may modify those limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The deposit limits are available at [www.kinderhookbank.com](http://www.kinderhookbank.com)
10. **Presentment.** The manner in which any item transmitted through the mobile source capture service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the Deposit Agreement governing the account in which the item is deposited.

- 11. Errors.** You agree to notify us of any suspected errors regarding items deposited through the mobile source capture service right away, and in no event later than 60 days after the applicable National Union Bank of Kinderhook account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the mobile source capture service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- 12. Charges.** There is no fee for mobile source capture services. However, you may incur charges from your mobile service carrier or other unaffiliated service providers for data usage, text message, or other services. Please consult your mobile service carrier.
- 13. Limitations of Service.** When using mobile source capture, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the service, in whole or in part, or to terminate your use of the mobile source capture service, in whole or in part, immediately and at any time without notice to you.
- 14. Errors in Transmission.** By using mobile source capture, you accept the risk that an item may be intercepted or misdirected during transmission. The National Union Bank of Kinderhook bears no liability to you or others for such interception or misdirected items or information disclosed through such errors.
- 15. Image Quality.** The image of an item transmitted to us using the mobile source capture must be legible, as determined in the sole discretion of The National Union Bank of Kinderhook. Without limited the foregoing, the image quality of the items must comply with the requirements established from time to time by The National Union Bank of Kinderhook or any other regulatory agency, clearinghouse or association.
- 16. Credited Account.** Mobile source capture services are designed to allow you to make deposits to your eligible National Union Bank of Kinderhook checking, statement savings, or money market accounts from your mobile device.
- 17. Your Promises and Indemnification.** You promise The National Union Bank of Kinderhook that: (i) you will not transmit any ineligible items; (ii) you will not transmit duplicate items; (iii) you will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of the item; (iv) the digital image of the check transmitted to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf; (v) you have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate; (vi) you will not re-deposit or re-present the original item; (vii) all information you provide to us is accurate and true; and (viii) you will comply with this Agreement and all applicable rules, laws and regulations in using mobile source capture services.
- 18. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the mobile source capture service, including by providing, upon request and without further cost, any originals or copies of items deposited through mobile source capture service in your possession and your records relating to such items and transmissions.
- 19. Mobile Device Specifications.** As of October 2016, in order to download, install and use the Mobile Banking application, which is required to use mobile source capture, you must have one of the following operating systems on your mobile device: Smartphones: iOS 7.0+ or Android OS 2.2+; Tablets: iOS 5.1.1+ or Android 4.0.3+. Technology changes rapidly. Your device must be able to take a photograph and transmit a photograph via web interface. Cameras must have at least 2.0+ megapixel resolution and auto-focus. The quality of the photo must meet the specifications described herein. If you are unable to access our Mobile Banking application or mobile source capture, please contact our Electronic Banking representatives at (518) 758-7101 for a list of the currently supported mobile device operating systems and for other technical assistance.
- 20. Ownership and License.** You agree that The National Union Bank of Kinderhook retains all ownership and proprietary rights in the mobile source capture service, associated content, technology, and website(s). Your use of the mobile source capture service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the mobile source capture service. Without limiting the restriction of the foregoing, you may not use the mobile source capture service: (i) in any anti-competitive manner; (ii) for any purpose that would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the mobile source capture service.

**21. Additional Terms.** The terms in this section serve to supplement the other terms in this Agreement and the Deposit Agreement. In the event of conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and us and the terms of this section of this Agreement, the terms of the section shall control, but only to the extent of such conflict or inconsistency.

## **External Transfers (TransferNow) Account-to-Account Transfer Service**

The TransferNow Account-to-Account Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

### **a. Definitions.**

"Account" means a checking, money market or savings accounts.

"Recipient Account" is the account to which your funds will be credited.

"Sender" means the Transaction Account holder initiating a transfer through the TransferNow Account-to-Account Service.

"Transaction Account" is the Account from which your funds will be debited, your Account-to-Account Service fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is the information provided by you to the Account-To-Account Service for a transfer of funds to a Recipient Account.

**b. Transfer Authorization and Processing.** You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

**c. Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account-To-Account Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

**d. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and redeposit the funds to your selected funding account.

**e. Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**f. Your Responsibilities for Accurate Information.** Your enrollment in the Account-To-Account Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Account-To-Account Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Account-To-Account Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- ii. The Account-To-Account Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- iii. The transfer is refused;
- iv. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

**g. Failed Or Returned Transfers.** In using the Account-To-Account Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

**h. Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

**i. Returned Transfers.** In using the Account-To-Account Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

**j. Service Providers.** We are offering you the Account-To-Account Service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate to our service provider's certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate ONLINE BANKING statement. Transfers to and from your accounts using ONLINE BANKING will appear on the respective periodic paper statements for your BANK accounts.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any ONLINE BANKING service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank's ONLINE BANKING website or forward it to you by e-mail or by postal

mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued

use of any or all of the subject ONLINE BANKING Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- A. If a legal order directs us to prohibit withdrawals from the account.
- B. If your account is closed, or if it has been frozen.
- C. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- D. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- E. If you have not properly followed the on-screen instructions for using SYSTEM.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the ONLINE BANKING Services provided to you under this Agreement. We do not and cannot warrant that ONLINE BANKING will operate without errors, or that any or all

ONLINE BANKING Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

**Your Right to Terminate** - You may cancel your ONLINE BANKING service at any time by providing us with written notice by postal mail or fax. Your access to ONLINE BANKING will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the suspension of online banking services.

**Our Right to Terminate** - You agree that we can terminate or limit your access to ONLINE BANKING Services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any one of your BANK accounts. ONLINE BANKING service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- C. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between BANK and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**E-mail** - You can contact by using our secure **Contact Us Form**. Go to [www.kinderhookbank.com](http://www.kinderhookbank.com) and clicking on the "Contact Us" link located on our homepage. To protect your private account information, we ask that you please do not send confidential banking information via unsecure email.

**Telephone** - You can contact us by telephone at 518-758-7101 or toll free at 888-747-8138

**Facsimile** - You can contact us by fax at 518-758-6963

**Postal Mail** - You can write to us at:  
 National Union Bank of Kinderhook  
 1 Hudson Street  
 Kinderhook, New York 12106

**In Person** - You may visit us in person at any one of our branches which can be found on our website at [www.nubk.com](http://www.nubk.com).

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's ONLINE BANKING website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### ***eCom* ONLINE BANKING FEE SCHEDULE**

#### PERSONAL ACCOUNTS\*\*

Full Access to Internet Banking	FREE
Monthly Bill Payment Fees	FREE
Bill Payments – Unlimited - electronic or paper	FREE

Subject to change\*\*



**ELECTRONIC FUND TRANSFERS**  
**YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

**TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

**(a) Prearranged Transfers.**

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your  checking and/or  savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your  checking and/or  savings account(s).
- You may not have ACH debits from or receive Direct Deposit to your passbook savings account.

**(b) Telephone Transfers.** You may access your account(s) by telephone at 518-758-6467 (24 hours a day) or \_\_\_\_\_ using a touch tone phone, your account numbers, and your PIN \_\_\_\_\_ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking \_\_\_\_\_ to checking \_\_\_\_\_
- Transfer funds from savings \_\_\_\_\_ to savings \_\_\_\_\_
- Make payments from checking to loan accounts with us
- Make payments from savings \_\_\_\_\_ to loan accounts with us \_\_\_\_\_
- Make payments from \_\_\_\_\_ to \_\_\_\_\_
- Get checking account(s) information
- Get savings account(s) information
- Get loan account(s) information \_\_\_\_\_
- Get certificate of deposit account(s) information \_\_\_\_\_

**(c) ATM Transfers.** You may access your account(s) by ATM using your VISA Check Card \_\_\_\_\_ and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts you may withdraw no more than \$505.00 per day \_\_\_\_\_
- Get cash withdrawals from savings accounts you may withdraw no more than \$505.00 per day \_\_\_\_\_
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- Make payments from checking account to \_\_\_\_\_

- Make payments from \_\_\_\_\_ to \_\_\_\_\_
- Get checking account(s) information
- Get savings account(s) information
- \_\_\_\_\_
- \_\_\_\_\_

**(d) Point-Of-Sale Transactions.**

Using your card:

- You may access your  checking account  \_\_\_\_\_ account(s) to purchase goods ( in person,  by phone,  by computer), pay for services ( in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$ 2,500.00 in transactions per day \_\_\_\_\_.
- PIN based Point-of Sale transactions are limited to \$505.00/day.
- \_\_\_\_\_

**(e) Computer Transfers.** You may access your account(s) by computer by going to [www.kinderhookbank.com](http://www.kinderhookbank.com) on your internet enabled device \_\_\_\_\_

\_\_\_\_\_ and using your access ID and password \_\_\_\_\_ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking \_\_\_\_\_ to checking \_\_\_\_\_
- Transfer funds from savings \_\_\_\_\_ to savings \_\_\_\_\_
- Make payments from checking to loan accounts with us
- Make payments from savings \_\_\_\_\_ to loan accounts with us \_\_\_\_\_
- Make payments from checking or savings \_\_\_\_\_ to third parties \_\_\_\_\_
- Get checking account(s) information
- Get savings account(s) information
- Get loan account(s) information \_\_\_\_\_
- Get certificate of deposit account (s) information \_\_\_\_\_

- (f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by the link in text message or download the mobile app and using your Access ID and Mobile PIN or Password to:
  - Transfer funds from checking to savings
  - Transfer funds from savings to checking
  - Transfer funds from checking to checking
  - Transfer funds from savings to savings
  - Make payments from checking to loan accounts with us
  - Make payments from savings to loan accounts with us
  - Make payments from checking or savings to third parties
  - Get checking account(s) information
  - Get savings account(s) information
  - Get loan account(s) information
  - \_\_\_\_\_
  - Get certificate of deposit account(s) information
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

- (g) Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via

some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion.** 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 or pay bills. You may:
  - Not exceed more than \_\_\_\_\_ payments by electronic check per \_\_\_\_\_ .
  - Make payments by electronic check from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_ .
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - Make no more than \_\_\_\_\_ payments per \_\_\_\_\_ for electronic payment of charges for checks returned for insufficient funds.
  - Make electronic payment of charges for checks returned for insufficient funds from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_ .
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

**GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a MMKT or Stmt Sav account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per statement cycle . If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- Please refer to our Fees & Service Charges disclosure for \_\_\_\_\_ applicable ATM & Point-of-Sale Transaction fees.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



**FEES**

- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ to our customers whose accounts  
are set up to use \_\_\_\_\_.
- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ but only if the \_\_\_\_\_  
\_\_\_\_\_ balance in the \_\_\_\_\_  
\_\_\_\_\_ falls below \_\_\_\_\_  
\_\_\_\_\_ during the \_\_\_\_\_.
- \_\_\_\_\_
- \_\_\_\_\_

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**DOCUMENTATION**

- (a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)
  - automated teller machine
  - point-of-sale terminal.
- You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** 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 the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring 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.
- You will get a monthly account statement from us on your \_\_\_\_\_  
checking, money market and statement savings accounts.  
\_\_\_\_\_

**PREAUTHORIZED PAYMENTS**

**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- We charge \$35.00 \_\_\_\_\_ for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it 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.)

**(c) 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 your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

**(a) Liability for failure to make transfers.** 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 be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4)  if you give us written permission.
- as explained in the separate Privacy Disclosure.
- \_\_\_\_\_

## UNAUTHORIZED TRANSFERS

**(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, 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 tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 telling us, we will extend the time period.

**Visa® Debit Card.** Additional Limits on Liability for VISA Check Card .

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**MasterCard® Debit Card.** Additional Limits on Liability for \_\_\_\_\_ .

You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

**Advisory Against Illegal Use:** \_\_\_\_\_

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

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 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 (5 business days if involving a Visa point-of-sale transaction processed by Visa or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

**ADDITIONAL INFORMATION:**

Notice Regarding non-VISA PIN-less Debit Card Transactions: We allow non-VISA debit card transaction processing. This means you may use your VISA Debit Card on a PIN-Debit Network (a non-VISA network) without using a PIN to authenticate your transactions. The non-VISA debit network for which such transactions are allowed is the ACCEL/Exchange Network. Examples of the types of actions that you may be required to make to initiate a VISA transaction on your VISA Debit Card include: signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include, but are not limited to, initiating a payment directly with the biller (possibly via telephone, Internet or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Please be advised that the terms and conditions of your agreement with us relating to VISA debit transactions do not apply to non-VISA debit transactions. For example, the additional limits on liability (sometimes referred to as VISA's Zero Liability Program) and the streamlined error resolution procedures offered on VISA Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network. If you have any questions about non-VISA debit transactions, please call us at 518-758-7101.

Currency Conversion: When you use your VISA card at a merchant that settles in currency other than U.S. dollars, the charge will be converted to the U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date plus a 1% International Transaction Fee.

*By signing below customer acknowledges receipt of pages 1, 2, 3, 4 and 5 of this notice:*

*Signed*

*Dated*

**INSTITUTION (name, address, telephone number, business days)**

NATL UNION BANK OF KINDERHOOK

1 HUDSON STREET  
KINDERHOOK NY 12106

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday.  
Holidays are not included.

Phone: 518-758-7101