

## **ONLINE BANKING AGREEMENT**

**DEFINITIONS:** In this Agreement the words “you” and “your” mean each of the persons who have requested the Bank of Millbrook’s Online Banking. The words “the Bank”, “we”, “us” and “our” mean the Bank of Millbrook. The word “Account” means each of your accounts with which you use your access code. “The Bank of Millbrook Online Banking” means the service you access using a personal computer over the internet (www). The Bank of Millbrook Online Banking is a service provided to our customers and should not be used by anyone other than Bank of Millbrook customers. The use of your access code indicates your acceptance of this Agreement. This Online Banking Agreement for personal and business account customers is between the Bank of Millbrook and you, states the terms and conditions that govern your use of the Bank’s Internet Banking Services for accessing your Eligible Accounts and other financial services as described herein. The terms and conditions of this Agreement are in addition to other terms and conditions that may apply to any Account or Internet Banking Service covered by this Agreement.

Also included are the regulatory requirements for Electronic Funds Transfers as they pertain to these Internet Banking Services; these supersede any other regulatory requirements you may have received solely, however, in connection with Electronic Fund Transfers over the internet through our Web Site ([www.bankofmillbrook.com](http://www.bankofmillbrook.com)).

Please read this document carefully and retain a copy for your records. We recommend that you print a copy of this document for your records. You agree to all of the terms and conditions of this Agreement, and any instructional material that we provide you regarding the Services, and agree to be bound by them as well as such other terms and conditions as shall be imposed from time to time by the Bank of Millbrook on notice to you.

### **SERVICES PROVIDED**

The Bank of Millbrook will provide Online Banking Customers with access to the Bank’s “Online Banking System”. Said system will provide Customer’s account(s) activity information and transfer funds between accounts at the Bank.

Transfers of funds from Accounts are subject to the restrictions contained in the applicable Account Agreement. All transfer requests are subject to having an Available Balance sufficient to complete the requested transaction. You agree that by requesting the transfer Internet Banking Service, you authorize us to carry out your transfer instructions, withdraw the necessary funds and applicable fees (including charges and penalties) under this Agreement and any Account Agreement, without requiring our signature on the item and without any notice to you.

In addition, according to Federal regulations, you are limited to six preauthorized withdrawals or automatic Electronic Fund Transfers (including telephone or data transmission) per statement cycle from a Money Market account. Each fund transfer through the Internet Banking Service from your Money market deposit account is counted as one of the six limited transfers you are permitted each periodic statement cycle. However, payments to your loan accounts with us are not counted toward this limit for Money Market deposit accounts. We may reject your Electronic Fund Transfer request if you exceed this limitation.

We may refuse to process any transaction because of inaccurate or incomplete information or if you lack an Available Balance sufficient to complete the requested transaction.

Without your signature, you authorize us to access your Overdraft Line (if you have one), and charge applicable fees (including charges and penalties) under this Agreement and any Account Agreement, when you lack a sufficient Available Balance in your account to complete the requested transaction. You agree that we may either access your Overdraft Line or refuse to complete the requested transfer; in either event, you are responsible for any fees (including charges and penalties) under this Agreement and any Account Agreement we may impose.

## GENERAL INFORMATION

Customer shall be solely responsible for establishing user password and maintaining the confidentiality of said password.

If a Customer has any reason to believe that the password has or will become known to unauthorized person(s), the Customer shall immediately notify the Bank of Millbrook. In order to protect against possible unauthorized use or access to the system, the Bank of Millbrook may, at its option, temporarily deny all access or use of the system and the Bank of Millbrook will thereafter replace the passwords in accordance with the Bank of Millbrook security policy. The Bank of Millbrook's responsibility to take appropriate action to protect Customer's accounts shall include a reasonable period of time to permit the Bank adequate opportunity to take necessary action to prevent unauthorized access. The Bank of Millbrook reserves the right to modify or change security procedures and codes from time to time and shall provide written notice of same to Customer prior to implementing such procedures or codes.

Customer hereby represents, warrants, and agrees that all information obtained by or coming into the possession of Customer in connection with any of the services provided herein, including but not limited to the software, user guides, security procedures, and passwords, will be maintained as confidential and shall not be divulged, transferred, sold or made available to any other person or entity. Customer is solely responsible for the establishment or maintenance of appropriate procedures or policies, which are reasonably designed to assure the absolute confidentiality of the Bank of Millbrook's security procedures and codes.

The Bank of Millbrook advises the Customer to have internet security software installed and running on their computer to safeguard against viruses, malware, spyware, phishing and other types of attacks and to maintain the overall security of their computer. In the event the Customer declines to do so, Customer agrees to hold the Bank of Millbrook harmless from and against any loss that they might incur as a result of not following the Bank of Millbrook's advice. The Customer shall hold Bank of Millbrook harmless from and against any and all action, claims, demands, liabilities, losses, damages and/or expenses of whatsoever kind and nature, including reasonable attorneys' fees, which the Bank of Millbrook may at any time sustain or incur in connection with the Customer's failure to follow the Bank's advice regarding their online banking account or any related claim or litigation which is instituted or asserted

The Bank of Millbrook hereby agrees that Customer account information will remain confidential and protected from unauthorized access provided; however, that it shall be presumed that the Bank of Millbrook has satisfied the foregoing obligations by the Bank's adherence to its duly adopted security procedures and policies.

The Customer shall compensate the Bank of Millbrook Online Banking services as shall be mutually agreed upon between the parties from time to time as per the Bank's Service Charge Schedule (which may be amended upon notice).

The Bank of Millbrook obligations hereunder may be temporarily suspended by reason of computer or data processing computer failure or other condition beyond the Bank's control for which the Bank of Millbrook shall have no liability whatsoever to Customer. The Bank of Millbrook reserves the right to transfer, assign or delegate all of its obligations to perform services hereunder to an appropriate third party limited to situations or conditions where computer or data processing equipment is inoperable or malfunctioning or other conditions beyond the Bank's control which make it temporarily or permanently impossible for the Bank of Millbrook to perform the services hereunder.

The Bank of Millbrook's obligation to provide access to Customer's account(s) and to process Customer's transactions and instructions are expressly conditioned upon Customer's compliance with all of the terms and conditions contained herein.

The Bank of Millbrook will be under no obligation to process, either in whole or in part any transaction or instruction that:

- exceeds Customer's available funds on deposit;
- is not consistent with the terms and conditions mutually agreed upon by the Customer and Bank;

- The Bank of Millbrook has reason to believe that said transaction or instructions have not been authorized by the Customer;
- involves funds subject to restraints, levy or legal process preventing withdrawal or transfer; would violate any provisions of any present or future “risk control program” of the Federal Reserve System or any current or future law or regulation;
- is inconsistent with any requirement set forth in this agreement or is contrary to Bank policy, procedure or practice as duly adopted by the Bank or is required by Federal or State laws, rules or regulations;
- The Bank of Millbrook deems it necessary and reasonably believes that it is necessary for the protection of the Bank or the Customer’s interest.

In the event that a Customer has obtained an appropriate authorization from a Related Entity Customer of the Bank and further provided that said Customer has submitted the original authorization on forms provided by the Bank together with any other supporting documentation that the Bank, in its discretion may require, the Bank agrees that it will permit Customer Banking access to said Related Entity accounts.

Customer hereby agrees to indemnify and hold harmless the Bank of Millbrook, its assigns, its subsidiaries, its directors or officers from and against any damage, loss of liability or any kind, including, without limitation, reasonable attorney’s fees, costs and disbursements which result directly or indirectly in whole or in part from the services provided under this agreement except when such loss, damage or claim shall arise from or be caused by the gross negligence of the Bank of Millbrook. In no event shall the Bank of Millbrook be liable for any loss that is a result of any encoding, key punching, date or other instruction furnished by Customer, which shall be inaccurate or incorrect.

**Should any provision of this contract be declared illegal or unenforceable, the objectionable provision(s) shall be severed from the agreement and the remaining provisions shall remain in effect.**

This agreement shall continue in effect until or unless terminated by either party upon thirty days written notice to the other. The Bank of Millbrook, however, reserves the right, without prior notice or at any time to immediately terminate this agreement if the Bank of Millbrook shall reasonably believe that loss or damage to either the Customer or the Bank may result from continued performance under this Agreement.

This Agreement shall be governed by and be construed under the laws of the State of New York.

This Agreement constitutes the agreement between the parties hereto and supersedes any prior agreement or representation, whether written or oral, relating to the services and may not be modified, extended or changed in any manner except in writing signed by the parties hereto.

This Agreement shall be accompanied by Customer’s Application for Online Banking Services and shall include, if applicable, “Automated Banking Related Entity Authorization Agreements”. Such application shall designate the Customer account(s) to be maintained subject to this agreement. Additions, deletions and changes are to be submitted via the appropriate forms as designated from time to time by the Bank. The Customer agrees to provide all necessary documents, applications and/or resolutions to duly authorize the services provided by this agreement.

#### **Email and Online Messages**

You agree to check your messages every time you log on to the Internet Banking Services.

No action will be taken on any of your email messages until we actually receive it and have a reasonable opportunity to act. Electronic mail cannot be used to originate a bill payment, account inquiry or funds transfer. Communications sent over the Internet are not necessarily secure. The Bank of Millbrook will not send any confidential account information via email and we urge you to avoid sending identifying information, such as account, Social Security or card numbers to us or others. If you need immediate assistance (for instance, to report an unauthorized transaction from an account) we recommend that you call our Internet Banking Department at the number provided or contact us in person. Unless otherwise provided in this Agreement, email messages do not serve as a substitute for any requirement imposed on you to provide us with “written” notice.

#### **Canceling or Changing Transfers**

To stop recurring transfers you must edit the transfer you wish to change before the Business Day Cut off of the processing date. Up to that time, you may go into the transfers and change or delete as necessary.

## **ONLINE BANKING DISCLOSURE**

### **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your security code or password has been lost or stolen or that someone has transferred or may transfer funds from our account without your permission please call:

(845) 677-5321 ext. 114

Or write to:

The Bank of Millbrook  
Attn: INTERNET DEPARTMENT  
PO Box AF  
Millbrook, NY 12545

### **BUSINESS DAYS**

Account transfers and payments processed before 4:30 PM Eastern Time Monday – Friday, excluding holidays, will be posted to your account on the day of the transaction. Transfers or payments after 4:30 PM will be posted to your account on the next business day.

**FEES** - We may establish a schedule of service charges and fees for any transaction under this Agreement at any time. Other fees, charges and penalties as described in an applicable Account Agreement may apply to the Online Banking Services under this Agreement and will continue to apply; changes to those are governed by the specific Account Agreement and applicable law.

You agree to keep sufficient Available Balance in any one of the Accounts to cover any transaction and any applicable fees (which include charges and penalties) under this Agreement and any Account Agreement. You agree to promptly pay all fees (charges and penalties under this Agreement and any Account Agreement applicable) to the transactions under this Agreement and you authorize the deduction of these from any of your Accounts without requiring your signature and without prior notice to you.

You are responsible for other fees, charges and penalties you may incur by using these Internet Banking Services as, for example, telephone charges and Internet Service Provider charges.

We reserve the right, in our business judgment, to waive, reduce or reverse a fee under this Agreement and any Account Agreement in individual situations.

If we must initiate any legal action to collect money owed us under this Agreement, including any counterclaim, you agree to pay all costs incurred by us (as allowed by applicable law) for such action, including any reasonable attorneys' fees.

### **Disclosure of Account Information to Third Parties**

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or
- In order to comply with government agency or court order, or
- If you give us written permission; or
- Where otherwise permitted by law.

## **Cancellation/Termination**

We may at any time cancel your access to any or all of the Banking Services without prior notice if there has been no Online Banking for a period of three (3) consecutive months, if there is an insufficient Available Balance in any one of your Accounts to cover requested transactions and fees (including charges and penalties) under this Agreement and any Account Agreement, or for any other reason. After cancellation due to insufficient Available Balance, the cancelled service may be reinstated once a sufficient Available Balance is available in your Account(s) to cover any fees including charges and penalties) under this Agreement and any Account Agreement and pending transfers or debits. For reinstatement, call the Internet Banking Department at 845-677-5321 ext. 114 to request reinstatement.

The Bank of Millbrook may also at any time and without prior notice to you cancel this Agreement. If this Agreement is cancelled, your right to use the Internet Banking Services shall immediately cease.

You may cancel this Agreement at any time by giving at least five (5) business days prior written notice of termination to the address provided. If you cancel this Agreement or terminate a transfer service, you authorize us to continue making transfers, and other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice, unless you have previously stopped or cancelled the transaction in accordance with this Agreement. No matter when we acted on your notice, once we have acted we have no responsibility to make transfers or other transactions you may have previously authorized that may still be pending.

Prior to cancellation or termination, you will remain responsible for all transfers, or other transactions processed and for any associated fees (including charges and penalties) under this Agreement and any Account Agreements.

## **DOCUMENTATION**

1. Pre-authorized 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, the person or company making the deposit will tell you every time they send us the money. You can call our 24 hour Telebanking line at (845) 677-5959 to verify whether or not the deposit has been made.
2. Periodic statements. You will receive a monthly statement (unless there are no transfers in a particular month). In any case, you will receive the statement at least quarterly.

## **PRE AUTHORIZED PAYMENTS**

1. 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:
  - Stop into any branch location, call us 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. (Stop payment fee is per Service Charge Schedule, which may be amended upon notice.)
2. Notice of varying amounts. If these regular payments may vary in amounts the person you are going to pay will tell you, 10 days before each payment 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.)
3. Liability for failure to stop payment of pre-authorized 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.
  - (i) Financial institution's liability. 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:
    - (a) if, through no fault of ours, you do not have enough money in your account to make the transfer.
    - (b) if the transfer would go over the credit limit on your overdraft line.
    - (c) if the system was not working properly and you knew about the breakdown when you started the transfer.

4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

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

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a government agency or court orders
4. If you give us written permission.

## **CONSUMER LIABILITY**

Tell us AT ONCE if you believe your security code or password has been lost or stolen. 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 two (2) business days, you will lose no more than \$50.00 if someone uses your code without permission. (If you believe your code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your code without your permission.) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (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 kept you from telling us (such as a long trip or a hospital stay), we will extend the time periods.

## **ERROR RESOLUTION NOTICE**

1. Initial and annual error resolution notice. In case of errors or questions about your Internet Banking and electronic transfers, call or write to us at the following number or address  
845-677-5321  
Bank of Millbrook  
Internet Banking Department  
PO Box AF  
Millbrook, NY 12545  
as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
  - (i) Tell us your name and account number (if any).
  - (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - (iii) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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. We will tell you the result 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.
2. Error resolution notice on periodic statements. In case of errors or questions about your Online Banking and electronic transfer, telephone us or write us at the telephone number or address listed in this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a

transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (i) Tell us your name and account number (if any).
- (ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your 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.

## **CHANGE IN TERMS**

Should we change our Terms or Conditions affecting your Electronic Transfers such as fewer types of available electronic fund transfers, increased liability, or stricter limitations, we will notify you by mail at least 21 days prior to those changes. If the change would result in increased fees or charges, we shall provide written notice to you within 30 days. Notice need not be given where an immediate change in Terms or Conditions is necessary to maintain, or restore the security of an electronic funds transfer system or account

BANK OF MILLBROOK  
Internet Banking Department