

Rhinebeck Bank Electronic Loan Payments – User Agreement

TO ENROLL YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE BILLER DIRECT SERVICE (“**SERVICE**”) ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THIS USER AGREEMENT (“**AGREEMENT**”). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY UTILIZE THE SERVICE. AS MORE FULLY EXPLAINED BELOW, BY AGREEING TO THIS AGREEMENT, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. WE RESERVE THE RIGHT TO PROVIDE INFORMATION ABOUT THE SERVICE TO YOU BY NON-ELECTRONIC MEANS.

User Agreement. In this Agreement, the words “**you**” and “**your**” mean you, the customer of Rhinebeck Bank enrolling in and using the Service. “**Bank**”, “**we**”, “**us**”, and “**our**” mean Rhinebeck Bank, its affiliates, and their respective successors and assigns. “**Supplier**” means FIS and any and all other suppliers of software or services used in the Service. This Agreement is between you and the Bank and governs the use of the Service. The terms and conditions of this Agreement may be supplemented by disclosures and other agreements presented or referred to in connection with you use of the Service, including but not limited to, the Operating Rules and Guidelines of NACHA, The Electronic Payments Association (“**NACHA**”) and all applicable laws and regulations. You agree that you are bound by any terms and instructions appearing on or provided through a web site page or other screen when enrolling in or using the Service and all such terms and instructions are considered part of this Agreement.

Biller Direct Registration. You agree to properly maintain your registration at the Electronic Loan Payments Portal and to comply with all rules and agreements applicable to the Service, including paying any fees associated with its use or maintenance of the Service. A successful registration enables you to use the Service, thereby enabling you to transfer funds from a deposit account you hold at another financial institution located in the U.S. (“**Funding Account**”) to make either a one-time payment or a series of recurring payments to your loan account at the Bank (“**Loan**”). The terms and conditions of this Agreement are not intended to replace or supplement your note or other agreements (the “**Credit Agreement**”) governing your Loan.

Requests for Payments. You acknowledge and agree that the Service allows you to transfer funds electronically via the automated clearing house (“**ACH**”) from a Funding Account to make payments on your Loan. When you instruct the Bank to transfer funds from your Funding Account to make any payment on your Loan, you authorize us to withdraw the necessary funds from the Funding Account. You agree that you will instruct us to make a transfer only when a sufficient available balance is or will be available in your Funding Account at the time of a withdrawal. The Bank will not be obligated to act on any transfer instruction from you if sufficient available funds are not available in your designated Funding Account.

You hereby agree to authenticate your identity with respect to this ACH instruction by such method that the Bank requires in its sole discretion. You agree that all ACH transactions you authorize through the Service will comply with all applicable laws, rules and regulations of the U.S., including but not limited to, those administered by the Office of Foreign Assets Control (OFAC), the USA Patriot Act and NACHA. Should an incorrect amount be withdrawn from your Funding Account or paid on your Loan, you authorize the Bank to correct the error by debiting or crediting your Funding Account or your Loan, as required.

You are responsible for ensuring that your Loan payment is received by the Bank on or before its due date. If your payment is received after the due date of your Loan payment, regardless of any cause except our gross negligence or willful misconduct in processing your request through the Service, you acknowledge and agree that you will remain responsible for any late charges and interest assessed on your Loan to the same degree as if you mailed your payment to us and we received it after the due date. You further acknowledge and agree that late Loan payments are not excused because you are unable to access the Service due to problems with access to the internet or any other technical reason.

Scheduling Transfers; Cut-Off Time. We recommend that you schedule each transfer made through the Service so that it is initiated at least four (4) Business Days before its actual due date. If you use the Service to schedule a transfer you must complete inputting such instructions by 4:00 P.M. Eastern Time on a Business Day or the Service will treat your transfer request as if it was received on the following Business Day. A payment to your Loan through the Service is made on the day the Bank receives the funds from your Funding Account; NOT the day on which you provide the transfer instructions. Business Days are Monday through Friday, except for federal banking holidays

Revocation of Payment Request. This authorization is to remain in full force and effect until Bank has received written notice of revocation from you in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. Such a notice should be sent to:

Rhinebeck Bank
2 Jefferson Plaza
Poughkeepsie, New York 12601
Attn: Customer Solutions Center

Representations and Warranties. In connection with each payment request made using the Service, you represent and warrant to the Bank that: (1) you are a borrower under the Credit Agreement for the Loan; (2) the routing / transit number, account number and account type of your Funding Account and other information provided is complete and accurate; (3) you authorize the Bank to initiate a withdrawal from the Funding Account at the time(s) you designate; and (4) you own the Funding Account and have all necessary right, power and authority to debit and credit the Funding Account.

Security Procedures. The Rhinebeck Biller Direct web site ("**Web Site**") requires you to select your own User ID, and Password ("**Access Codes**") so that the Service may be accessed by you only upon entry of the valid Access Codes. You acknowledge and agree that you authorize the Bank to treat any instruction made using valid Access Codes as if such instructions are made in writing and signed by you. You agree that our records will be conclusive regarding any access to (or actions taken through) the Web Site. You are responsible for maintaining the confidentiality of the Access Codes and agree not to allow any other person to use the Access Codes. Further, you agree that we may consider any access to the Web Site using valid Access Codes to be duly authorized by you and we may carry out any instruction we receive regardless of the actual identity of the individual who is accessing the Web Site. You hereby confirm and agree, and by accessing the Web Site continue to confirm and agree, that the security procedures described herein are commercially reasonable and appropriate for you. If at any time you no longer agree that security procedures described herein are commercially reasonable and appropriate for you, you agree to stop using your Access Codes to access the Web Site.

The Bank may employ other controls to verify your identity as a condition to granting access to the Web Site, including the collection and use of data that authenticates you or your computer. You agree to these security procedures, and acknowledge that if contacted, either by telephone or electronically, you will act or respond in compliance with requests resulting from these security procedures and will be bound by any resulting decision by us to make a transfer or not to act upon your instructions.

Amendments; Fees. Bank may change the terms of the Service, including fees, set forth in this Agreement or disclosed to you separately at any time. You will be notified of any such change as required by applicable law or regulation. You understand and agree that by using the Service after a change becomes effective, you are deemed to have agreed to it.

Cancellation. This agreement will remain in effect until it is terminated by you or the Bank. The Bank may cancel this Agreement and terminate your use of the Service for any reason, at any time. We may try to notify you in advance, but we are not obliged to do so.

Limit of Liability; Indemnity. Bank and its Suppliers agree to make reasonable efforts to ensure performance of the Service. We will be responsible for acting only on instructions submitted using valid Access Codes that are actually received. Bank and its Suppliers cannot assume responsibility for malfunctions in communication facilities not under their control that may affect the accuracy or timeliness of your access to the Service and any transfer request you may

make. Bank and its Suppliers are not responsible for any losses or delays in transmission of instructions arising out of the use of any communications provider, browser software or other technical issues.

In the absence of gross negligence or willful misconduct, Bank or any Supplier is not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Service. THE BANK AND ITS SUPPLIERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

You agree to defend, indemnify, and hold harmless Bank, the Suppliers, each of their respective affiliates, directors, officers, employees, agents and successors from and against any and all claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of each transfer of funds that you request through the Service.

Disputes; Governing Law. If there is any dispute regarding the use of the Service, you agree that the parties will resolve the dispute in accordance with the dispute resolution procedures and governing law as set forth in the Credit Agreement

Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

ACH Information Storage. By requesting Rhinebeck Bank (“**Bank**”) to make a series of ACH transfers on your behalf in accordance with the terms of the Electronic Loan Payments Agreement, you understand and agree that the information about your account at another financial institution (“**Funding Account Data**”) will be retained by the Bank. The Bank will hold the Funding Account Data in accordance with the terms of the Rhinebeck Bank Privacy Policy provided to you at the opening of your account opening, and which is available at www.rhinebeckbank.com, including as such policy may be amended from time to time.

I HAVE READ AND UNDERSTAND THIS USER AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

Consent. In order to use the Service, you must consent electronically to receive and accept the terms and conditions of the Agreement presented above. You may withdraw your consent to having this information provided to you electronically by going to www.rhinebeckbank.com and deleting yourself as a registered user. Withdrawing your consent in this manner will not prevent you from re-enrolling for this Service.

Equipment. In order to use the Service and to view and retain a copy of the terms and conditions contained in the Agreement, you must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other storage device. You can also obtain a copy of the Agreement by calling the Customer Solutions Center at 845-454-8555 Option 3 or by going to our website at www.rhinebeckbank.com and going to the Legal/Disclosures section.

Agreement. By Clicking “I Agree”, you acknowledge and agree: (1) you have software and equipment that satisfies the above requirements; and (2) to receive information electronically about the Service; and (3) you have obtained, read and understand an electronic copy of the Agreement and agree to be bound by all the terms and conditions contained therein.