



## TERMS AND CONDITIONS FOR ADDING THE BANK OF GREENE COUNTY DEBIT CARD TO THE DIGITAL WALLET

These Terms for adding a Bank of Greene County Debit Card to a Digital Wallet (the "Terms") apply when you choose to add a Bank of Greene County Debit Card ("Debit Card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Debit Card, and "we," "us," "our," and "The Bank of Greene County" refer to the issuer of your Debit Card.

When you add a Bank of Greene County Debit Card to the Wallet, you agree to the following Terms and Conditions:

**General Terms and Conditions.** By otherwise maintaining an account with the Bank and using your Debit Card, you accept and agree to be legally bound by the terms and conditions of The Bank of Greene County Consumer and Business Deposit Account Agreement inclusive of all associated account disclosures, as well as The Bank of Greene County Electronic Funds Transfer Agreement provided to you under separate cover when you opened your account. By storing your Debit Card number in a digital wallet, you further agree to be legally bound by the terms and conditions set forth within this Agreement, and all applicable state and federal laws and regulations, and the Uniform Commercial Code (UCC).

**Adding Your Debit Card.** You can add an eligible Bank of Greene County Debit Card to the Wallet by following the instructions of the Wallet provider. Only Debit Cards that we indicate are eligible can be added to the Wallet. If your Debit Card or associated account is not in good standing, that Debit Card may not be eligible to enroll in the Wallet. When you add a Bank of Greene County Debit Card to the Wallet, the Wallet allows you to use the Debit Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Bank of Greene County Debit Card is accepted.

**Your Debit Card Terms Do Not Change.** The terms and account agreement that govern your Debit Card do not change when you add your Debit Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Debit Card. Any applicable interest, fees, and charges that apply to your Debit Card will also apply when you use the Wallet to access your Debit Card. The Bank of Greene County does not charge you any additional fees for adding your Debit Card to the Wallet or using your Debit Card in the Wallet. The Wallet provider, and other third parties such as wireless companies or data service providers, may charge you fees.

**The Bank of Greene County Is Not Responsible for the Wallet.** The Bank of Greene County is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Debit Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

**Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your Debit Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Bank of Greene County account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

The minimum computer hardware and software requirements to receive and keep the electronic communications and disclosures from us in relation to this Agreement are: (1) a mobile device that permits you to read, print and save Adobe Acrobat PDF files; (2) an Internet connection, a valid e-mail account, and an active "Internet Service Provider;" (3) a web browser that supports 128-bit SSL encryption; (4) the ability to download or print documents; and (5) Adobe Acrobat Reader software.

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

**Removing Your Debit Card from the Wallet.** You should contact the Wallet provider on how to remove a Bank of Greene County Debit Card from the Wallet. We can also block a Debit Card in the Wallet from future purchases at any time.

**Governing Law and Disputes.** These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any liability limitations or dispute resolution procedures stated in The Bank of Greene County Consumer and Business Deposit Account Agreement and The Bank of Greene County Electronic Funds Transfer Agreement. You understand that if any provisions of these Agreements (including this Agreement) are found to be in violation of, or restricted by, any state or federal law or regulation, these Agreements shall be construed as to conform to such law, and the remainder of the Agreements will not be affected by such law and will remain in full force and effect. If there is a conflict between information stated in any of our agreements (including this Agreement) and something said by one of our employees, the written information will control.

**Ending or Changing these Terms; Assignments.** We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide you with notice, including notice in advance of the change, if required by law. We can also assign these Terms. You cannot change these terms, but you can terminate these Terms at any time by removing all Bank of Greene County Debit Cards from the Wallet. You may not assign these Terms.

**Privacy.** Your privacy and the security of your information are important to us. Our Privacy Policy is available online at: [www.tbogc.com](http://www.tbogc.com) and it applies to your use of your Debit Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Debit Card transactions, and to improve our ability to offer these services. This information helps us to add your Debit Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.

**Notices and Questions.** We can provide notices to you concerning these Terms and your use of a Bank of Greene County Debit Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you, or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. For questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Bank of Greene County Debit Card, you may contact us by telephone at: **(518) 943-2600, Option 0**, or visit our website at [www.tbogc.com](http://www.tbogc.com).

**Consent.** Clicking on "I Agree" demonstrates your consent to receive communications and disclosures electronically in relation to your Debit Card and the Wallet and to the terms and conditions as described above.