



## Terms of Use

### **ACKNOWLEDGMENT**

**THESE TERMS OF USE GOVERN THIS WEBSITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING OUR WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS THE WEBSITE. BY ACCESSING THE WEBSITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS OF USE.**

The Adirondack Trust Company (the "Bank") requires that all persons visiting its website ("the Site") on the Internet abide by these Terms of Use.

The Adirondack Trust Company respects your privacy. The Bank takes this responsibility seriously and will endeavor to protect your privacy when visiting our Site.

Whether you are a valued customer or someone shopping for new financial services, we hope our Site answers your questions about our products and services, locations and hours. This Site has been established by the Bank for the sole purpose of conveying information about the Bank's products and services and to allow communication between the Bank and its customers. Information that appears on this Site should be considered an advertisement. Nothing contained in any page on this Site takes the place of the bank's agreements and disclosures that govern its products and services. If any information on the Site conflicts with that in the bank's agreements and disclosures, the agreements and disclosures will prevail.

### **USE OF INFORMATION AND MATERIALS**

The Bank has taken reasonable measures to ensure that the information and data presented on this Site is accurate and current. However, the Bank makes no express or implied warranty regarding such information or data, and hereby expressly disclaims all legal liability and responsibility to persons or entities that use or access this Site and its content, based on their reliance on any information or data that is available through this Site.

Product offers, promotions, rates, terms and other information provided on this Site are subject to change without notice and warning. Your eligibility for particular products or services is subject to the Bank's final determination and acceptance. All loans are subject to credit review and approval.

Investment and Insurance products and services offered through the Site are not bank deposits and are not insured by the FDIC, nor are they obligations of or guaranteed by the Bank. Securities (including mutual funds) and annuities involve investment risk, including the possible loss of the principal amount invested.

### **NO WARRANTIES**

The Bank will use reasonable efforts to ensure that all information displayed is accurate; however, the Bank expressly disclaims any representation and warranty, express and implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, suitability, and the ability to use the Site without contracting a computer virus. The Bank is not responsible for any loss, damage, expense, or penalty (either in tort, contract, or otherwise), including direct, indirect, consequential and

incidental damages, that result from the access of or use of this Site. This limitation includes, but is not limited to the omission of information, the failure of equipment, the delay or inability to receive or transmit information, the delay or inability to print information, the transmission of any computer virus, or the transmission of any other malicious or disabling code or procedure. This limitation applies even if the Bank has been informed of the possibility of such loss or damage.

### **Third-Party Links**

The bank provides links to other web sites for convenience and informational purposes only. Users should be aware that when they select a link on the bank's Site to an external website, they are leaving the bank's Site. Linked sites are not under the control of the bank. The bank is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The inclusion of a link does not imply endorsement by the bank of the site, its content, advertisers or sponsors. You should read carefully the privacy policy of any website you visit.

### **When you email us from this Site**

If during your visit to this Site you send an email to the Bank, your email address and the contents of your email will be collected.

Your email address and the information contained in your email will be used to respond to you, to address issues you identify, to further improve this Site, to forward your email to another agency for appropriate action, or as otherwise described in our Privacy Notice.

You should never send in an email to the Bank including any account information, e.g. Account number, PIN, social security number etc. The Bank will never ask you for this type of information via email.

### **Use of Cookies**

The Bank uses cookie technology to automatically collect and store the non-personal identifying information about your visit to our Site. A cookie is a small data file that is transferred to your computer's hard disk. This allows us to improve our Services. We collect information on our visitors only in aggregate and use it for internal review purposes. Also, we may create a unique device or user ID for you and store it in a cookie so we can recognize your device and customize your website experience based on your preferences. Most Internet browsers automatically accept cookies. You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. While you can configure your computer to keep it from accepting these cookies, we suggest that you keep this function enabled so that we can better customize the information you receive from us. To learn more about disabling cookies you can review your preferred internet search engine settings and search for the term "disabling cookies".

Information we obtain through the use of cookies may include:

- name of the domain from which you access the Internet (corresponding to your Internet Service Provider "ISP"); The Internet Protocol address is a numerical identifier assigned either to your Internet service provider or directly to your computer, which can be used to direct internet traffic to you;
- date and time you visited our Site;

- web pages or services you have visited on our Site;
- the domain name (URL) that your computer was on prior to accessing our Site and from which any web page on this Site was linked; and
- city, state, and country.

We use this information to gather the number of visitors to the different pages and sections of our Site, as well as determining which Internet browser and device type is used most often so we can continue to make your website experience as easy and pleasant as possible as we continue to expand our Site.

Your email address is not collected for commercial marketing purposes for use by other third-parties and the Bank does not sell or distribute your email address for commercial marketing purposes unless specified by us and agreed to you by you.

Visitors may elect to provide us with personal information via e-mail or online registration forms. This information is used internally, as appropriate, to handle the sender's request. It is not disseminated or sold to other organizations.

The WebWise® Online Banking section of our Site is a secured area of the Site. You will need to enter your username and password to enter this area. Please do not ever share your username or password.

### **Children**

The bank does not knowingly collect personal information from anyone or create profiles of children through this Site. People are cautioned that the collection of personal information provided by any individual in an email will be treated the same as information given by an adult, and may, if not protected by Federal or State law, be subject to public access. The Bank encourages parents and teachers to be involved in children's Internet activities and guide the children whenever children are asked to provide personal information on-line.

### **Changes to these Terms of Use**

These Terms of Use may be changed from time to time by posting the new Terms of Use on the Site. All users agree to be subject to this agreement as it changes from time to time.

### **Applicable law**

This agreement and your use of this Site and any dispute arising out of such use of the Website are governed by the laws of the United States of America and the laws of New York State.

### **Questions**

If you have questions regarding this Terms of Use you may email us at [webwise@adirondacktrust.com](mailto:webwise@adirondacktrust.com) or contact us by mail addressed to:

The Adirondack Trust Company  
Attention: Website Manager  
473 Broadway  
Saratoga Springs, NY 12866

Thank you for taking the time to read our Terms of Use policy.

Any unauthorized attempt to upload and/or change information on this Site is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec. 1001 and 1030.