

Terms of Use

TERMS AND CONDITIONS OF USER AGREEMENT

Your use of this Web Site (“Site”) of Hanover Community Bank (“the Bank”) Network signifies your agreement to our Terms and Conditions (as defined below) as well as any other Terms and Conditions contained in the site. You acknowledge and agree that you have read this agreement carefully. The provisions hereof are referred to as the “Terms and Conditions.” If you do not agree to the Terms and Conditions, you may not access or otherwise use the Site.

HANOVER COMMUNITY BANK'S USE OF INFORMATION

Please see our [Privacy Policy](#) for additional information regarding how we may use and disclose information and materials received from you or collected through your use of this site.

CHANGES AND MODIFICATIONS

Hanover Community Bank reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time.

COPYRIGHT, TRADEMARKS AND SERVICE MARKS

The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. Copyright laws, international conventions, and other copyright laws. All materials contained on the Site (“Content”) are protected by Hanover Community Bank. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content. Unless otherwise explicitly stated on the Site, you may print but may not otherwise download Content without the express written consent of Hanover Community Bank, provided that you maintain all copyright and other notices contained in such Content. Hanover Community Bank may also claim trademark and service mark rights in other marks or graphics on the site.

SUSPENSION OR DISCONTINUANCE

Hanover Community Bank may change, suspend or discontinue any aspect of the Site at any time. Hanover Community Bank may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

PROHIBITIONS

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane materials or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation. Hanover Community Bank will fully cooperate with any law enforcement authorities or court order requesting or directing Hanover Community Bank to disclose the identity of anyone posting any such information or materials.

LINKS

The Site may contain links and pointers to other World Wide Web Internet site and resources. Links to and from the Site to other third party site, maintained by third parties, do not constitute an endorsement by Hanover Community Bank or any of its subsidiaries or affiliates of any third party resources, or their contents. Your linking to third party sites is at your own risk.

DISCLAIMER OF WARRANTIES

The Site, including all Content, software, functions, materials and information made available on or accessed through the Site, is provided “as is”. To the fullest extent permissible by law, Hanover Community Bank and its subsidiaries and affiliates make no representation or warranties of any kind whatsoever for the Content or the materials, information and functions made accessible by the software used on or accessed through the Site, for any products or services or hypertext links to third parties or for any breach of security associated with the transmission of sensitive information through the Site or any hyperlinked site. Hanover Community Bank and its subsidiaries and affiliates disclaim any express or implied warranties, including without limitation, non-infringement, merchantability or fitness for a particular purpose. Hanover Community Bank does not warrant that the functions contained in the site or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the site or the server that makes it available is free of viruses or other harmful components.

LIMITATION OF LIABILITY

Hanover Community Bank shall not be liable for any damages, losses or expenses whatsoever of any kind, including, without limitation, special incidental, indirect or consequential damages, whether or not Hanover Community Bank is advised of the possibility of damage, loss or expense, and on any theory of liability arising out of or in connection with, either directly or indirectly, the site or access thereto and its accompanying content, services and products contained therein, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, or line failure, any interception by third parties of information you communicate to Hanover Community Bank via the site or Hanover Community Bank’s communicates to you at your request via this site, any inaccuracies, mistakes, deletion of files, computer viruses, software or equipment malfunction, theft or unauthorized access, breach of contract, tortious behavior, negligence, or other cause of action related to this site your use of this site or in the transmission thereof.

SUBMISSIONS

By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively “Communications”) on or to the Site, you hereby grant to Hanover Community Bank a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against Hanover Community Bank for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

YOUR USE OF INFORMATION

You are hereby authorized to view the Content on this Site for informational purposes only. Such Content is not intended to provide specific legal, accounting, financial or tax advice for any person and should not be relied upon in that manner. Product offers, rates, terms and other information provided herein are subject to change without notice. Your eligibility for particular products and services is subject to Hanover Community Bank's review and acceptance. Please note that not all of the products and services described in this Site are available in all geographic areas.

CONFIDENTIALITY

You acknowledge that, except as otherwise provided on the Site in our security policy, transmission to and from the Site is not confidential and your communications may be read or intercepted by others. You acknowledge that by submitting communications to Hanover Community Bank, no confidential, fiduciary, contractually implied or other relationship is created between you and Hanover Community Bank other than pursuant to the Terms and Conditions.

USE OF E-MAIL

Because Internet e-mail may not be immediately received by the appropriate person or department at Hanover Community Bank, you should not use the Internet mail to communicate matters of information to Hanover Community Bank which needs immediate attention or which Hanover Community Bank requires to be held in writing.

GOVERNING LAW

This agreement shall be governed by and constructed in accordance with the laws of the state of New York, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the state of New York.

ENTIRE AGREEMENT; COMMENCING ACTIONS

The Terms and Conditions constitutes the entire agreement between Hanover Community Bank and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Terms and Conditions, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Terms and Conditions, and the remainder of the Terms and Conditions shall continue in full force and effect.