



## FEDERAL HOME LOAN BANK OF NEW YORK MEMBER LOAN CONNECTION TERMS AND CONDITIONS

The Federal Home Loan Bank of New York ("FHLBNY") does not make any representations or warranties with respect to any listings made available via this Member Loan Connection Service ("Service") or with respect to any advertisements, messages, information, or materials contained in such listings. You acknowledge and agree that your use of, or reliance upon, any such advertisements, messages, information, or materials is at your sole risk and expense.

The FHLBNY does not, and can not, review all of the advertisements, information and materials provided by its users and shall not be responsible for the contents of any such advertisements, messages, information, or materials. The FHLBNY reserves the right to delete, move, or edit any advertisements, messages, information, or materials that it determines, in its sole discretion, violate this agreement or its policies or are otherwise unlawful, inappropriate, or unacceptable.

To the extent that you use this Service, you represent, warrant, and covenant that you will:

1. comply with the Service policies promulgated by the FHLBNY;
2. be solely responsible for your use of this Service and any advertisements, messages, information, and materials provided by you;
3. not transmit any advertisements, messages, information, or materials that
  - a. restrict or inhibit any other user from using and enjoying the Service,
  - b. are unlawful, threatening, abusive, libelous, defamatory, or offensive,
  - c. constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law,
  - d. violate or infringe the rights of the FHLBNY or any third party (including but not limited to copyrights, trademarks, patents, trade secrets, and rights of privacy and publicity),
  - e. constitute or contain false or misleading indications of origin or statements of fact,
  - f. contain software or any other commercial materials or information, or
  - g. contain any viruses or other harmful component.

THE FHLBNY is NOT the seller of the items listed in Service announcements. Any transaction you enter into is solely between you and the other party to the transaction. As a contracting party, you are obligated to complete the transaction with the other contracting party when there is an agreement between you for the purchase of any loan or other facility listed in this ad space. Please use caution, common sense and practice safe trading when using this site. In no event will the FHLBNY be liable, whether in contract, tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, for any indirect, special, incidental, consequential, punitive or similar damages arising out of or in connection with the sale of any loans, products or facilities (including non-conforming products), or for any third-party claims against you relating to any products, even if the FHLBNY has been advised of the possibility of such claim.

### Use at Your Own Risk

We provide the material available through this Service for informational purposes only. You may only use the material and the services available through this Service for your own use. Before you act on any information you've found in the announcements, you should independently confirm any facts that are important to your decision. IF YOU RELY ON ANY INFORMATION AVAILABLE THROUGH THIS SERVICE, YOU EXPRESSLY AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF ANY SERVICE OR ANY INFORMATION, DATA OR MATERIALS DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THIS SERVICE.

**Miscellaneous**

This Terms and Conditions agreement is governed by the laws of the State of New York, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in New York, New York, U.S.A., in all disputes arising out of or relating to the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the FHLB NY as a result of this agreement or use of this Service.

You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You shall use this Service for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying our Service will not be permitted.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Service. Any and all rights not expressly granted herein are exclusively reserved to the FHLB NY. You agree that the FHLB NY will not be liable to you or to any third party for termination of your access to the site as a result of any violation of these Terms and Conditions.