

## TERMS AND CONDITIONS OF SERVICE

The following terms and conditions govern the usage by you, our customer, of this site to retrieve, review and print, and otherwise utilize applications relating to trust and investment account information and services (collectively, the “**Services**”). Please read the terms and conditions of this agreement carefully. By logging on to this site you are indicating your acceptance of these terms and conditions on behalf of yourself and, if applicable, your institution, for the use of all Services available at this site. If you are not willing to be bound by the terms and conditions set forth below, please promptly exit from this site. We reserve the right to discontinue Services to you, individually, or your institution in the event that you do not comply with the terms and conditions contained herein. Please note that we reserve the right to modify these terms and conditions from time to time and, in such event, the modified terms and conditions shall govern your use of the Services going forward.

### 1. USER ID AND PASSWORD

All customers will be provided with a user ID and password. You are solely responsible for maintaining the confidentiality of your user ID and password and we will not be responsible for any breach of security caused by the failure to so maintain the confidentiality of your user ID and password. You further agree that you will be responsible for all transactions and activities that occur on your account or under your user ID and password. You shall immediately notify us in the event of any unauthorized use of your account or if you become aware of any other breach of security.

### 2. ACCOUNT DATA

All account data is provided as a convenience and for your information, but is not the official record. Your statement remains the official record. Account data provided through the Services is generally updated on a daily basis and is subject to adjustment and correction.

### 3. LICENSE TO USE THE SERVICES / COSTS OF ACCESSING THE SERVICES

Effective upon acceptance of this Agreement, you will have a personal, nonexclusive, nontransferable, revocable right to access and use the Services for non-commercial purposes. You are solely responsible for obtaining all equipment and approvals necessary for connection to the Internet and all charges associated with such connection.

### 4. PROPRIETARY RIGHTS.

We, and to the extent portions of the Services are provided by third party suppliers (“**Suppliers**”), the Suppliers, shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto. You may not, and you shall not allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. You further agree that you will not allow any third party to access the Services, in whole or in part, for any purpose whatsoever. You may not remove copyright notices or other proprietary legends from the Services, and no right to use any trademark is granted under this Agreement. You may not grant any sublicense, lease or other right in the Services to any third party. We, on behalf of ourselves and the Suppliers, expressly retain all rights in the Services that are not specifically granted under this Agreement.

5. ACCEPTABLE USE POLICIES

You agree to comply with the Acceptable Use Policies of our Suppliers who provide hosting services, which are currently found on the hosting providers' website. See [www.verio.com](http://www.verio.com)\*; [www.savvis.com](http://www.savvis.com)\* and [www.cervalis.com](http://www.cervalis.com)\*, as applicable. You agree to comply with similar policies provided by other Suppliers that we may make available to you from time to time.

*\*Clicking this link will cause you to leave the Heartland Bank and Trust Company website. Heartland Bank does not provide and is not responsible for the product, service, or overall website content available on any third part website.*

6. TERMINATION.

You may terminate your rights to access the Services at any time by contacting our customer services department. We reserve the right to require that you provide us with written notice of your desire to terminate your account. Following any such termination, you agree that you will immediately cease to attempt to use the Services.

We reserve the right to decide, in our sole discretion, to restrict, suspend, terminate or modify the Services with or without notice. We may do so in order to maintain the Services, improve the Services, to prevent fraud or for any other reason. You understand that we shall not be liable to you or any third party for any reason related to or arising from the termination of this Agreement, from our decision(s) to restrict, suspend, terminate or modify the Services or arising from the limitation, delay or denial of access to the Services to some or all of our customers, whether such limitation, delay, denial or the cessation of Services is within our control.

7. WARRANTY DISCLAIMER.

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND NEITHER WE NOR OUR SUPPLIERS OR SUB-CONTRACTORS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR OPERATE UNINTERRUPTED, TIMELY OR ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. IT IS FURTHER AGREED AND UNDERSTOOD THAT WE DO NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH USE OF THE SERVICES, AND IT IS HEREBY ACKNOWLEDGED BY EACH CUSTOMER THAT ANY DATA DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH USE OF THE SERVICES ARE TO BE USED AT SUCH CUSTOMER'S SOLE RISK. THE ENTIRE RISK ASSOCIATED WITH USE OF THE SERVICES AND THE RESULTS AND INFORMATION DERIVED THEREFROM SHALL BE BORNE SOLELY BY THE CUSTOMER.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL WE OR OUR SUPPLIERS OR SUB-CONTRACTORS BE LIABLE TO OUR CUSTOMERS OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY

OTHER THEORY OF LIABILITY ARISING FROM OR IN ANY WAY RELATED TO USAGE OF THE SERVICES OR OF INFORMATION DERIVED THEREFROM. WITHOUT LIMITING ANYTHING IN THE FOREGOING, WHILE WE WILL TAKE REASONABLE SECURITY PRECAUTIONS TO SAFEGUARD DATA SENT USING THE SERVICES, IN NO EVENT WILL WE OR OUR SUPPLIERS OR SUB-CONTRACTORS BE LIABLE FOR THE INTERCEPTION OR ALTERATION OF ANY DATA OR OTHER COMMUNICATIONS OR FOR COMMUNICATIONS LINE FAILURE, SYSTEM FAILURE, THEFT BY A THIRD PARTY WHO GAINS ACCESS TO THE SERVICES DESPITE REASONABLE PRECAUTIONS OR OTHER OCCURRENCES BEYOND OUR REASONABLE CONTROL. IF WE OR ANY OF OUR SUPPLIERS OR SUB-CONTRACTORS ARE FOUND TO BE LIABLE FOR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO USAGE OF THE SERVICES OR OF INFORMATION DERIVED THEREFROM, IT IS HEREBY AGREED THAT SUCH LIABILITY SHALL NOT EXCEED \$100.00 IN THE AGGREGATE.

9. INDEMNIFICATION.

You hereby agree to indemnify us and our directors, officers, employees, agents, Suppliers and sub-contractors and from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from your use of the Services and/or any breach of the terms and conditions of this Agreement by you.

10. INTERNATIONAL USE; COMPLIANCE WITH LAWS.

We make no representation that the Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents or use are illegal is prohibited. You agree to comply with all applicable foreign and domestic laws, rules and regulations regarding your use of the Services.

11. GENERAL.

This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts located in Illinois and irrevocably waives any right that such party may have to assert the such forum is not convenient or that any such court lacks jurisdiction.

You agree and acknowledge that any breach of the provisions regarding proprietary rights or the appropriate usage of the Services contained in this Agreement shall cause us irreparable harm and that we may, therefore, obtain injunctive relief as well as seek all other remedies available to us at law and/or in equity.

The license granted to you in this Agreement is personal in nature, and you shall not transfer or assign this Agreement or his or her rights under this Agreement without our prior written consent, which consent may be withheld. Any purported transfer or assignment in violation of this section is void.

Our failure to exercise our rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. The provisions of this Agreement relating to intellectual property ownership, restrictions on use or disclosure of the Services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

The Suppliers shall be considered third party beneficiaries of this Agreement entitled to enforce directly the terms of this Agreement.