

Heartland Bank and Trust Company Website Terms of Use

These Terms of Use ("Terms") contain important information. Please read them carefully.

The words "we", "us", "our" and "Heartland" refer to Heartland Bank and Trust Company, its parents, subsidiaries, affiliates and the respective employees, directors, officers, and agents of each, and any agent, independent contractor or assignee that Heartland may, in its sole discretion, involve in the provision of Heartland's website and related sites ("Site"). The words "you", "your" and "user" refers to visitors and users of the Site.

Your use of the Site constitutes your agreement to all of the following terms, conditions and notices. If you do not agree with the Terms, your sole remedy is to discontinue your use of the Site.

Heartland may make modifications, changes, and alterations to the information on the Site and the Terms at any time without prior notice to you. You are responsible for reviewing the Terms regularly. Your continued use of this Site following any modifications, changes or alterations shall constitute your acceptance of such modifications, changes or alterations.

Copyright and Trademark

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Products and Services

The products and services described on the Site are available only where permitted by law. Products and services may not be available in all geographic areas. All products and services are subject to change without notice. Products and services offered through the Site are subject to separate terms and conditions, where applicable.

Any dated information on the Site is published as of its date only, and Heartland does not undertake any obligation or responsibility to update or amend any such information. Heartland reserves the right to terminate any or all web offerings without prior notice to the user. Furthermore, by offering information, products or services via the Site, no solicitation is made by Heartland to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law.

Use of the Site

The contents of the Site are for personal use only. You may not copy (other than a single copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell or republish any of the contents of the Site without the prior written consent of Heartland, which may be withheld in our sole discretion. As a condition of your use of the Site, you warrant to Heartland that you will not use the Site or any information contained on the Site for any purpose that is unlawful or prohibited by these Terms, and

that you will not access the Site or use materials or services available on the Site from countries or territories where such access or use is illegal.

Third-Party Sites

The Site may include links to other websites operated by third parties (“Third Party Sites”). Heartland provides links to Third Party Sites as a service to users. When linking to Third Party Sites, you do so at your own risk and you should review and determine if you agree to such Third Party Sites’ terms of use before using such sites. By clicking on a link to Third Party Sites, you agree that Third Party Sites are not under the control of Heartland. Heartland is not responsible for the content, products, services or links available on Third Party Sites. Such links to Third Party Sites do not imply Heartland’s endorsement or approval of material on those sites. Heartland is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of the use of such Third Party Sites, or reference to or reliance on information contained therein.

Security of Information Transmitted Via the Site

Unless expressly stated, communications initiated through the Site may not be secure. Because e-mail may not be secure, please do not use e-mail to send us communications which contain confidential information such as account numbers, social security numbers, PINs and passwords, or communications which require immediate attention.

Internet Connection

All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Heartland shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule or regulation, or any violation of the intellectual property rights of another.

Technology & Plugins

The Site uses several different products and technologies to display content and to provide you with the best possible web experience. Heartland does not endorse any of these products and technologies, is not affiliated with the companies who produce them, and will also not be held liable for the use of such products and technologies.

Children

The Site is not targeted to children (people under thirteen years of age), nor does Heartland provide services or sell products intended for use or purchase by children. To the extent that any child-related services or products are available on the Site, they are for use or purchase by adults only.

Tools and Calculators

The Site may contain tools and calculators. Heartland provides tools and calculators as a service to users for educational purposes only. Heartland does not guarantee the accuracy of the tools, calculators or the results. Heartland is not responsible for, and expressly disclaims all liability for, damages arising out of the use of such tools and calculators.

Cookies

Browsers accessing the Site are given a cookie. A cookie is a piece of information sent by a web server to a web browser. Cookies allow a website to identify whether or not a user previously visited the site as well as certain browser preferences. The web browser saves and sends the cookie back to the server each time the browser accesses the website. You must have the option for per session cookies enabled in order to use the Online Account features on the Site. Heartland does not store personal or confidential information in cookies.

We use cookies to enhance our customers' online banking session by making navigation easier and providing important security features. Cookies are a requirement to use Online Banking via the Site because they help protect the privacy of a customer's transactions by, for example, automatically terminating the online session if the customer forgets to log out.

As you browse the Site, advertising cookies will be placed on your computer so that we can understand what you are interested in. Our advertising partners then enable us to present you with retargeting advertising on other sites based on your previous interaction with the Site. The techniques our partners employ do not collect personal information such as your name, email address, postal address or telephone number.

We use Google Analytics to analyze the use of the Site. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to the Site is used to create reports about the use of the Site. Google will store this information. Google's privacy policy is available [here](#).

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Indemnity

You agree to indemnify, defend, and hold harmless Heartland against any and all claims, demands, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from your breach of these Terms or arising out of your use or conduct on the Site.

Governing Law/Jurisdiction

You agree that disputes arising out of or relating to the contents or use of the Site are to be governed by the laws of the State of Illinois. You consent to the exclusive jurisdiction of courts sitting in the State of Illinois, County of McLean, in all disputes arising out of or relating to the contents or use of the Site.

General/Misc. Terms

These Terms, as well as any written and signed agreements which you may have with Heartland, constitute the entire agreement between you and Heartland with respect to the Site and governs your use of the Site. The failure of Heartland to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any part of the Terms is determined to be unenforceable by a court of competent jurisdiction, the unenforceable portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and the remainder of the Terms shall continue in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. A printed version of the Terms shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.