

**FIRST BANKERS TRUST SERVICES, INC.**  
**2321 Kochs Lane**  
**P.O. Box 4005**  
**Quincy, IL 62305-4005**  
**(217)228-8060 \* FAX (217)228-8039**

**CLIENT TERMS OF SERVICE AGREEMENT**

The following terms and conditions govern the usage of First Bankers Trust Services' client account internet access (hereinafter "Internet Site"). Specifically, this Terms of Service Agreement (hereinafter "Agreement") governs the usage by \_\_\_\_\_ (hereinafter "Client") to retrieve, review, and/or print trust account information as well as any all other services provided and available on or through the Internet Site.

Please read the terms and conditions of this Agreement carefully. By signing this document, Client agrees that their use of the Internet Site will be governed by the terms and conditions contained herein. By signing this document Client acknowledges understanding of, agrees to the terms and agrees to be bound by the provisions of this Agreement.

1. **USER ID AND PASSWORD:**

Upon receipt of the signed Agreement, First Bankers Trust Services, Inc. (hereinafter "FBTS") will provide Client with a user ID and password allowing the Client access to the Internet Site. Client is solely responsible for maintaining the confidentiality of said user ID and password and FBTS will not be responsible for any breach of security caused by the failure of Client to maintain the confidentiality of the user ID and password. Client further agrees they will be responsible for all transactions and activities that occur as a result of any disclosure of the user ID and password, whether or not such transactions and/or activities were authorized by the Client. Client agrees they will not provide their account information to any party not subjected to this Agreement unless specific written instructions are provided to FBTS. Client agrees that they shall, at all times, be responsible and liable for any transactions or activities associated with the Internet Site and agrees to immediately notify FBTS in the event of any unauthorized use of the Internet Site and/or if Client becomes aware of any other breach of security.

2. **ACCOUNT DATA:**

Client understands and agrees that all account data provided through the Internet Site is provided as a convenience to the Client and is not an official record of the Client account information. Client understands that the account data provided through the Internet Site is generally updated on a daily basis and is subject to adjustments and corrections.

3. **LIMITATION OF LIABILITY:**

FBTS agrees to take reasonable security precautions to safeguard data and communications. FBTS shall not be liable for the interception of such data or communications. Client acknowledges such disclaimer and agrees that FBTS will not be held liable for such interception. Client further agrees that neither FBTS, FBTS affiliates nor any third party working with FBTS on the Internet Site shall be responsible for any damages caused by communication line failure, system failure, or other occurrences associated with interception of data or communications by any third party who gains unauthorized access to the Client's Internet Site account by use of Client's user ID and/or password.

4. **LICENSE TO USE THE SERVICES / COSTS OF ACCESSING THE SERVICES:**

Effective upon the same date as this Agreement, FBTS hereby grants Client a limited, personal, nonexclusive, nontransferable, revocable license to access and use the Internet Site for non-commercial use. Client understands and agrees they shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivate works or exploit for commercial purposes any portion of the Internet Site. The Client further agrees they shall not transfer or assign their rights under this Agreement. Any purported transfer or assignment in violation of this Agreement is void. Client agrees they are solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all charges associated with such connection, including but not limited to obtaining a PC, obtaining a modem or other access device, obtaining and having access to the World Wide Web and phone service charges.

5. PROPRIETARY RIGHTS:

FBTS, and to the extent that portions of the Internet Site services are provided by third parties, shall retain all rights, titles and interests to the Internet Site services including all copyrights, trademarks, patents, trade secrets and all other intellectual property rights thereto, including without limitation all technology and account information and/or passwords used in connection with or provided as part of the Internet Site services. Client agrees they may not and will not allow any other third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Internet Site services for any purpose whatsoever. Client further agrees they will not allow any third party to access the services and any associated software tools for any purpose whatsoever. Client understands and agrees the copyright notices and other proprietary legends associated with the Internet Site shall not be removed and that no right to use any trademark is granted under this Agreement. Client may not grant any sublicense, lease or other rights associated with the Internet Site to any third party. FBTS expressly retains all rights in connection with the Internet Site whether or not specifically herein granted.

6. TERMINATION:

Client may terminate their rights to access the Internet Site at any time by contacting FBTS. FBTS reserves the right to require that Client provide FBTS with written notice of the desire to terminate access to the Client's account. Client agrees that, following any such termination, Client will immediately cease any attempts to access The Internet Site and utilize the services associated therewith.

FBTS reserves the right to decide, in our sole discretion, to restrict, suspend, terminate or modify Client's access to the Internet Site and the services associated therewith. FBTS reserves the right to do so with or without notice. FBTS may do so in order to maintain the services, improve the services, to prevent fraud or for any other reason determined by FBTS. It is hereby understood that FBTS, FBTS' affiliates, and FBTS employees shall not be liable to the Client for any reason relating to or arising out of the termination of this Agreement, from FBTS' decision(s) to restrict, suspend, terminate or modify said access or services, and/or arising from limiting, delaying, denying access to or any decision to cease access to the Internet Site and said services to some or all of our customers or any third parties, whether such limitation, delay, denial or the cessation of services is within or outside of our control.

7. WARRANTY DISCLAIMER:

Client agrees and understands that access to and services provided through the Internet Site as described are provided "AS IS" and provided "AS AVAILABLE" and, except to the extent that warranties are expressly granted within this Agreement, FBTS is providing no warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose or any similar warranty whether said warranty arises under provisions of any law of the United States or any STATE thereof and are granted to the Client and/or any other third party. FBTS makes no representations or warranties regarding the Internet Site or that the Internet Site is free of rightful claims of any third party for infringement of proprietary rights. FBTS makes no warranty the Internet Site will meet the needs of the Client or third parties and makes no warranty that the Internet Site will be uninterrupted, timely, secure, error free or that defects in the Internet Site will be corrected. Client further agrees and understands that FBTS does not warrant the accuracy or reliability of the results obtained through use of the Internet Site nor any data or information downloaded or otherwise obtained or acquired through the use of the Internet Site. Client hereby acknowledges that any data or information downloaded or otherwise obtained or acquired through the use of the Internet Site is confidential, to be used at the sole risk of the Client and the entire risk associated with the use of the Internet Site, the results and information derived there from shall be borne solely by the Client.

8. LIMITATION OF LIABILITY:

Client agrees that, in no event, shall FBTS or any party providing or supplying FBTS with services associated with the Internet Site be liable to the Client nor any other third party for monetary, special, indirect, incidental or consequential damages whether arising from or under theories of contract, warranty, tort (specifically including negligence and strict liability) or any other theory of liability arising from or in any way related to the Client's usage of the Internet Site or information derived there from and, that in the event any party is found to be liable for damages arising from or in any way related to the Client's usage of the Internet Site or of information derived therefrom, Client agrees that FBTS' liability shall not exceed \$100.00.

9. INDEMNIFICATION:

Client hereby agrees to indemnify FBTS, FBTS' directors, officers, employees, and agents as well as any and all parties supplying FBTS with portions of, or otherwise support the Internet Site from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any alleged negligent acts, omissions or the willful misconduct of the Client's and the Client's use of the Internet Site and/or any breach of the terms and conditions of this Agreement by the Client.

10. INTERNATIONAL USE:

FBTS makes no representation that materials on the Internet Site or FBTS' web site(s) are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Client agrees to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which the Client resides.

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. Client agrees to submit to the exclusive jurisdiction of the state and federal courts located in Illinois and further irrevocably waives any right that Client may have to assert forum non conveniens or that any such court lacks jurisdiction.

Client agrees and acknowledges that any breach of the provisions of this Agreement regarding Proprietary Rights or the appropriate usage of the Internet Site contained herein shall cause FBTS irreparable harm and that FBTS may, therefore, obtain injunctive relief as well as seek all other remedies available to FBTS in law and/or in equity.

Client agrees and acknowledges that a photocopy of the signed original Agreement shall have the same force and effect as the original.

The failure of FBTS to exercise their 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 Internet Site, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

I have read, understand and agree to the terms contained in this Agreement which governs the use of the Internet Site.

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**Signature**

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**Date**

---END---



FIRST BANKERS TRUST SERVICES, INC.
INTERNET ACCESS AGREEMENT

Section 1: Internet Account Access:

Name:
Company:
Address:
City, St & Zip:
Email:
Phone:

Table with 2 columns: Account #, Account Name

(List additional accounts on a separate sheet if needed)

Section 2: Statement Processing: (Initial acceptance if desired)

I authorize First Bankers Trust Services, Inc. to provide the Statement(s) of my Account(s) listed above through this Internet Service.
I wish to receive interim statements: \_\_\_ Monthly \_\_\_ Quarterly
Annual Statements will be mailed.

Section 3: Authorization for Third Party access: (Initial to accept)

I authorize First Bankers Trust Services to send an enrollment of Internet Access to the following entity (this entity must presently be a statement recipient). I acknowledge that I have read the Terms of Service that governs the use of this site. I further acknowledge that I will assume full responsibility for this entity for maintaining confidentiality of the user ID, password and account information as outlined in the Terms of Service.
This access granted applies to the: \_\_\_ Individual \_\_\_ Company

Name:
Company:
Address:
City, St & Zip:
Email:
Phone:
Accesses: Internet Account Online Statement Both

Section 4: Authorization

I have read, understand and agree to the Terms of Services that governs the use of this site. I am authorized under the terms of the account documents to enroll the account in this service.

Signature Date