

TERMS OF SERVICE

The following terms and conditions (hereinafter referred to as the "Agreement") govern the usage by you, your employees, your agents, and your officers (hereinafter collectively referred to as the "Client") of the Secure Document Portal located at sdp.fbtservices.com (hereinafter referred to as the "Internet Site").

Please read this Agreement carefully. By clicking "Sign in", the Client agrees that his/her use of the Internet Site will be governed by the terms and conditions contained herein.

1. USER ID AND PASSWORD:

Upon Client's acceptance of this 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 he/she will be responsible for all activities that occur as a result of Client's disclosure of the user ID and password, whether or not such activities were authorized by the Client. Client agrees he/she will not provide his/her user ID or password to any party not subject to this Agreement, unless agreed to in writing by FBTS. Client agrees that he/she will, at all times, be responsible and liable for any activities associated with Client's user ID and password 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. USE OF INTERNET SITE:

Client understands that the purpose of the Internet Site is to allow for the sharing of documents between FBTS, Client, and third parties. After Client has been issued a user ID and password, Client will be able to upload documents to the Internet Site and view and print documents uploaded by FBTS or third parties.

3. DATA TEMPORARY:

Client understands and agrees that all data provided through the Internet Site is provided as a convenience to the Client and may be available only temporarily. Client further understands that FBTS does not guarantee the accuracy of data provided through the Internet Site.

4. PAST AGREEMENTS:

Client understands that the terms of this Agreement operate in conjunction with the terms of any prior agreements, including agreements regarding confidentiality, between Client and FBTS. To the extent the provisions of this Agreement conflict with the provisions of any other agreement between Client and FBTS which is still in effect, the provisions of the other agreement control.

5. LIMITATION OF LIABILITY:

Client understands that FBTS does not host or maintain the Internet Site, and that FBTS is not responsible for the security of the Internet Site. FBTS is not liable for any damages associated with the operation or maintenance of the Internet Site, the security of the Internet Site, the interception of any data found on the Internet Site, communication line failure, system failure, any third party who gains access to the Internet Site without FBTS' authorization, or any other occurrence outside FBTS' control.

6. TERMINATION:

FBTS reserves the right to decide, in its sole discretion, to terminate or modify Client's access to the Internet Site. FBTS reserves the right to do so with or without notice, and for any reason determined by FBTS. It is hereby understood that FBTS is not liable to the Client for any damages arising out of the termination of this Agreement.

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 FBTS is providing no warranties, express or implied.

9. INDEMNIFICATION:

Client hereby agrees to indemnify FBTS, as well as any and all parties supplying FBTS with portions of, or otherwise supporting, 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, 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 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 will 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 will 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.

The failure of FBTS to exercise its 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, and limitations of liability and indemnification will survive termination, for any reason, of this Agreement.