

INTERNET ACCESS **TERMS OF SERVICE**

A. Electronic Communications. Client affirmatively consents to receive and acknowledges that Client can receive, access, and retain electronic delivery of any and all agreements, amendments, disclosures, periodic client account statements (and information TI-TRUST provides with client account statement), pricing schedules, privacy notices, change in terms notices, year-end tax information, maturity of time deposits, notices regarding any dispute preauthorized electronic fund transfers notices, trade notifications, annual notices regarding billing errors and electronic fund transfers and other communications (hereinafter collectively referred to as “Communications”). Client authorizes TI-TRUST, at TI-TRUST’s discretion, to electronically deliver Communications that TI-TRUST is required to provide to Client under applicable Federal and State statutes and their implementing regulations, as amended from time to time. Other Federal and State laws and regulations may be enacted or amended in the future to provide for electronic delivery of Communications and Client also authorizes TI-TRUST, in TI-TRUST’s sole discretion, to provide electronic delivery of Communications pursuant to these laws after they become effective. TI-TRUST will direct communications to the email address as designated by Client (and as changed from time to time by Client) with prior written notification to TI-TRUST.

1. Method of Providing Electronic Communications: All Communications that TI-TRUST provides to Client in electronic format will be provided either: (a) via e-mail; (b) by access to a website that TI-TRUST will designate in an email notice TI-TRUST sends as the information is available; (c) by download of copy of the file containing the Communication or (d) by posting on the TI-TRUST website. All Communications in either electronic or paper format from TI-TRUST will be considered “in writing.”

2. Valid E-Mail Address: Client may provide TI-TRUST with a valid and active e-mail address as on a form provided by TI-TRUST (the “Internet Access Form”) and agrees to maintain a valid and active e-mail address. Client must promptly notify TI-TRUST of any change in Client’s e-mail address. Client may update Client’s e-mail address by contacting TI-TRUST during normal business hours and the change will take effect in a reasonable time thereafter. TI-TRUST is not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from Communications set to an invalid or inactive e-mail address provided by Client.

3. Right to Receive Paper Communications: TI-TRUST will not send a paper copy of any Communications unless such request is made by Client in writing and delivered to TI-TRUST or TI-TRUST otherwise deems appropriate to do so. Client may obtain a paper copy of an electronic Communication by printing it or contacting TI-TRUST and identifying the specific record requested, provided that such request is made within a reasonable time after TI-TRUST first provided the electronic Communication.

4. How to Withdraw Consent: Client may withdraw consent to receive Communications electronically by providing written notice to TI-TRUST with the details of the request. At TI-TRUST’s option, TI-TRUST may treat Client’s provision of an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of Client’s consent to receive electronic Communications. Any withdrawal of Client’s consent to receive electronic Communications will be effective only after TI-TRUST has had a reasonable period of time to process Client’s withdrawal.

5. Termination or Changes to Electronic Communications: TI-TRUST reserves the right, in TI-TRUST’s sole discretion, to discontinue the provisions of the electronic Communications, or to terminate or change the terms and conditions on which TI-TRUST provides electronic Communications. TI-TRUST will provide Client with notice of any such termination or change as required by law.

B. Internet Site. TI-TRUST provides Client usage of TI-TRUST’s Internet Site. In addition to the other terms in the agreement, Client also agrees to the following additional terms in order to retrieve, review, and/or print client account information as well as any other services provided and available on or through the Internet Site:

1. User ID and Passwords: TI-TRUST will provide Client with a user ID and initial password. Client is solely responsible for maintaining the confidentiality of the user ID and password and TI-

TRUST will not be responsible for any breach of security caused by the failure to so maintain the confidentiality of Client's user ID and password. Client further agrees that Client will be responsible for all transactions and activities that occur as a result of Client's disclosure of the user ID and/or password, whether or not such transactions and/or activities were authorized by Client. Client agrees not to provide Client's user ID and/or password to any third party and shall at all times be responsible and liable for any transactions or activities that occur on the client account. Client shall immediately notify TI-TRUST in the event of any unauthorized use of Client's user ID and/or password and/or if Client becomes aware of any other breach of security.

2. Client may authorize a third party access to the client account by requesting TI-TRUST send an enrollment to the third party by completing the authorization on the Internet Access Form. By granting a third party access to the client account, Client agrees to assume full responsibility for the designated third party maintaining confidentiality of their user identification, password and account information and to hold harmless TI-TRUST from any damages as result of the third party's failure to maintain such confidentiality.

3. Disruption of Internet Site Access: TI-TRUST reserves the right to decide, in TI-TRUST's sole discretion, to restrict, suspend, terminate or modify Client's access to the Internet Site and the services associated therewith. TI-TRUST reserves the right to do so with or without notice. TI-TRUST may do so in order to maintain the services, improve the services, to prevent fraud or for any other reason determined by TI-TRUST. It is hereby understood that TI-TRUST, TI-TRUST's affiliates, and TI-TRUST employees shall not be liable to Client for any reason relating to or arising out of the termination of this agreement, from TI-TRUST's 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 TI-TRUST client accounts or any third parties, whether such limitation, delay, denial or the cessation of services is within or outside of TI-TRUST's control.