

## **SUNGARD** PORTFOLIO ACCOUNT LINK (PAL)

**Yes,** I want to subscribe to SunGard Portfolio Account Link. By signing below, I agree that I have read the SunGard Portfolio Account Link Agreement and will comply with the terms and conditions therein.

1. SUBSCRIBER II	NFORMATION							
First Name			M.I.	Last Name				
Street Address			City			State	Zip	
Phone (with area code)		Cell Phone (with area	code)		Email Address	Email Address		
2. ACCOUNT INFO	ORMATION the following accounts	using the SunGarc	l Portfolia	Account Link se	rvice.			
Account Number		Account	Name					
SIGNATURE								
Signature of Owner, Joint Owner, Custodian, Authorized Officer						Date (mm/dd/YYYY)		
FOR INTERNAL USE ON	ILY				For assista	nce, pleas	e contact:	
ID Type and Number	User ID Assigned	Accep	ted By/Date	2	Trust Operations, Cedar Rapids Bank & Trust 500 1st Ave NE, Cedar Rapids, IA 52401			
					Phone: 319.862.2728  Fax: 319.862.0918  Email: crbttrustops@crbt.com			

www.crbt.com

## **Cedar Rapids Bank & Trust**

## **SunGard Portfolio Account Link Agreement**

The following information represents the "SunGard Portfolio Account Link" (PAL) between you (Client) and Cedar Rapids Bank & Trust (CRBT). PAL is an account access service that utilizes a personal computer in combination with a User ID and Password to obtain information regarding the Client's portfolio at CRBT. The following terms and conditions govern the usage by Client to retrieve, review and print trust and investment account information (Services). Please read the terms and conditions of this Agreement carefully. By using the Services, Client acknowledges and agrees to be bound by the provisions of this Agreement for the use of all Services available. CRBT reserves the right to discontinue Services in the event that Client does not comply with the terms and conditions contained herein.

- 1. **USER NAME AND PASSWORD:** Client will be provided with a User ID and Initial Password. To maintain Client privacy and financial information, the User ID and Initial Password (collectively, Access Code) will be sent in two separate mailings. Upon logging in, the Client will be prompted to change their Initial Password. The Password must be a minimum of 8 characters and a maximum of 32 characters in length. The Password is case sensitive and must contain at least 1 uppercase and 1 lowercase letter, 1 number, and 1 special character. The Client is solely responsible for maintaining Access Code confidentiality. CRBT will not be responsible for any breach of security caused by a failure to maintain Access Code confidentiality. Client further agrees to be responsible for all transactions and activities that occur as a result of Client disclosure of the Access Code, whether or not Client authorized such transactions and/or activities. Client agrees not to provide account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Client's account. Client shall immediately notify CRBT in the event of any unauthorized use of Client's account or if Client becomes aware of any other breach of security.
- 2. **ACCOUNT DATA:** All account data is provided as a convenience and for Client's information, but is not the official record. Client's statements remain the official record. Account data provided through online Services is generally updated on a daily basis and is subject to adjustment and correction.
- 3. **EMAIL:** Non-encrypted e-mail is not a secure method of communication over the Internet and CRBT strongly recommends Client does not send confidential information by e-mail. Client agrees that CRBT may send them or make available to them notices, disclosures and other information electronically. CRBT may send this information to Client by posting it on the CRBT web site or by e-mail. This information is not confidential and is sent by regular unsecured e-mail. CRBT may also send it to Client by regular postal mail in writing, at the address shown in our records. If Client has given CRBT an e-mail address or postal address, CRBT is entitled to rely on that address and assume that messages sent to that address are received by Client, until Client gives CRBT notice in writing that the address is no longer valid. Client agrees that information CRBT posts to their web site or sends by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information Client sends to CRBT is deemed delivered when CRBT receives and reviews it. If CRBT sends Client a notice, disclosure or other message electronically and Client wishes to download or print it and is unable to do so, contact CRBT at 319.862.2728 or by mail to: Cedar Rapids Bank & Trust, Trust Operations, 500 1st Ave NE, Cedar Rapids, IA 52401.
- **4. BUSINESS DAYS AND HOURS OF OPERATION:** For the purpose of this Agreement, CRBT's hours of operation are Monday through Friday, excluding federal holidays, from 8:00 a.m. to 5:00 p.m. Client can access the Services seven days a week, 24 hours a day. However, at certain times, the Services may not be available due to system maintenance. CRBT will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.
- 5. LIMITATION OF LIABILITY: Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, Client agrees that neither CRBT nor any party which provides Internet access or provides Equipment used to access the Services, nor any agent, independent contractor, or subcontractor of any of the foregoing (Service Providers) will be liable for any loss, injury, or damage, including, without limitation, direct, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the installation, use or maintenance of the Services, or of the Internet access provider used to access the Services, or of the Equipment used to access the Services, including, without limitation any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to Client communications with CRBT, even if CRBT or the Service Providers are aware of the possibility of such events.
- **6. LICENSE TO USE THE SERVICES/COSTS OF ACCESSING THE SERVICES:** Effective upon acceptance of this Agreement, CRBT hereby grants Client, a personal, nonexclusive, nontransferable, revocable license to access and use the Services for Client non-commercial use. Client shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the Services. Client is 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 and modem or other access device, having access to the World Wide Web and phone service charges. There is no fee imposed for the Services by CRBT.
- 7. PROPRIETARY RIGHTS. CRBT and those parties, to the extent that portions of the Services are provided by third parties, shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights, including without limitation with respect to all technology and account information or passwords used in connection with or provided as part of the Services. Client may not, nor allow any third parties to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. Client further agrees that Client will not allow any third party to access the Services for any purpose whatsoever. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement. Client may not grant any sublicense, lease or other right in the Services to any third party. CRBT expressly retains all rights in the Services that are not specifically granted under this Agreement.

- 8. TERMINATION: Client may terminate rights to access the Services at any time by contacting CRBT. CRBT reserves the right to require written notice of Client's desire to terminate the account. Following any such termination, Client agrees to immediately cease to use the Services. CRBT reserves the right to decide, in CRBT's sole discretion, to restrict, suspend, terminate or modify the Services with or without notice. CRBT may do so in order to maintain the Services, improve the Services, to prevent fraud or for any other reason. It is hereby understood by Client that CRBT shall not be liable to Client or any third party for any reason related to or arising from the termination of this Agreement or from CRBT's decision(s) to restrict, suspend, terminate or modify the Services or arising from the limiting, delaying, denying access to or any decision to cease providing access to the Services to some or all of Clients, whether or not such limitation, delay, denial or the cessation of Services is within CRBT's control.
- 9. WARRANTY DISCLAIMER: The Services provided hereunder are provided "as is" and "as available" and except to the extent that warranties are expressly granted within this Agreement, no warranties, expressed or implied, including but not limited to the implied 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 are granted to Client or any third parties. CRBT makes no representations or warranties that the Services are free of rightful claims of any third party for infringement of proprietary rights. CRBT makes no warranty that the Services will meet Client's requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected. It is further agreed and understood that CRBT does not warrant the accuracy or reliability of the results obtained through CRBT.
- 10. INDEMNIFICATION: Client hereby agrees to indemnify CRBT, CRBT's directors, officers, employees, agents and any and all parties that have supplied or do supply CRBT with portions of, or otherwise support the Services from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or the willful misconduct of Clients, Client's use of the Services and/or any breach of the terms and conditions of this Agreement by the Client.
- 11. INTERNATIONAL USE: CRBT makes no representation that Services 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.
- 12. SERVABILITY: If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction, or any other provision in that or any other jurisdiction.
- 13. **VENUE:** Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the lowa District Court in and for Linn County. This Agreement shall be interpreted under the laws of the State of Iowa.
- 14. AMENDMENT OF THIS AGREEMENT: CRBT may amend this Agreement by giving notice to Client at least 30 days before the effective date of the amendment, unless such change or amendment is otherwise required by law or applicable regulation. Client's continued use of the Services is Client's agreement to the amendment(s).
- 15. PRIVACY POLICY: We will disclose information to third parties about your Account:
- To verify the existence and condition of your Account for a third party, such as a merchant or credit bureau.
- To comply with a government agency or court orders or at the request of a bank regulator.
- If you give us your permission.
- · At our discretion, to our affiliates other than for marketing purposes.

For more information on our privacy policy, please visit: www.crbt.com.