

# Terms and Conditions of Service

The following terms and conditions govern the usage by you, our customer, of this Internet site to retrieve, review and print your trust and investment account information (the "services"). Please read the terms and conditions of this agreement carefully, and if you agree that your use of the services available at this Internet site will be governed by these terms and conditions, select the "Login" button. By indicating your acceptance of these terms and conditions, you (our customer) acknowledge and agree to be bound by the provisions of this agreement for the use of all services available at this site. If you are not willing to be bound by the terms and conditions set forth below, please promptly exit from this web page. We reserve the right to discontinue services in the event that a customer does not comply with the terms and conditions contained herein.

## 1. USER ID AND PASSWORD

All customers will be provided with a user ID and password. You are solely responsible for maintaining the confidentiality of your user ID and password and we will not be responsible for any breach of security caused by the failure to maintain the confidentiality of your User ID and password. You further agree that you will be responsible for all transactions and activities that occur as a result of your disclosure of your user ID and password, whether or not such transactions and/or activities were authorized by you. You agree not to provide your account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on your account. You shall immediately notify us in the event of any unauthorized use of your account or if you become aware of any breach of security.

## 2. ACCOUNT DATA

All account data is provided as a convenience and for your information, but is not the official record. Your statement remains the official record. Account data provided through online services is generally updated on a daily basis and is subject to adjustment and correction.

## 3. LIMITATION OF LIABILITY

We will take reasonable security precautions to safeguard data and communications (including reasonable precautions to safely and securely transmit confidential information over the Internet). You hereby acknowledge that we hereby disclaim and you hereby agree that we shall not be liable for the interception of any such data or communications. You further agree that neither we nor any third party working with us to provide services hereunder shall be responsible for any damages caused by communications line failure, systems failure or other occurrences beyond our control, or resulting from the theft by any third party who gains access to your account by use of your user ID and password.

## 4. LICENSE TO USE THE SERVICES / COSTS OF ACCESSING THE SERVICES

Effective upon acceptance of this Agreement, we hereby grant you, our customer, non-exclusive, non-transferable, revocable license to access and use the services for your use. You shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the services. You 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 and modem or other access device, having access to the World Wide Web and phone service charges.

## **5. PROPRIETARY RIGHTS**

We, and to the extent that portions of the services are provided by third parties, these third parties shall retain all right, title and interest to the services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and account information or passwords used in connection with or provided as part of the services. You, our customer, may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the services for any purpose whatsoever. You further agree that you 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. You, our customer, may not grant any sublicense, lease or other right in the services to any third party. We expressly retain all rights in the services that are not specifically granted under this Agreement.

## **6. TERMINATION**

You, our customer, may terminate your rights to access the services at any time by contacting our customer service department. We reserve the right to require that you provide us with written notice of your desire to terminate your account. Following any such termination, you agree that you will immediately cease to attempt to use the services.

We reserve the right to decide, in our sole discretion, to restrict, suspend, terminate or modify the services with or without notice. We 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 our customers that we shall not be liable to our customers or any third party for any reason related to or arising from the termination of this Agreement, from our 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 our customers, whether such limitation, delay, denial or the cessation of services is within our control.

## **7. 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, express 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 our customers or any third parties. We make no representations or warranties that the services are free of rightful claims of any third party for infringement of proprietary rights. We make no warranty that the services will meet our customer'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 we do not warrant the accuracy or reliability of the results obtained through use of the services or any data or information downloaded or otherwise obtained or acquired through the use of the services and it is hereby acknowledged by our customers that any data or information downloaded or otherwise obtained or acquired through the use of the services are to be used at his / her sole risk and that the entire risk associated with the use of the services and the results and information derived therefrom shall be borne solely by the customer.

## **8. LIMITATION OF LIABILITY**

In no event shall we or any party providing or supplying us with any portion of the services be liable to our customers or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability arising from or in any way related to our customers usage of the services or of information derived therefrom and that in the event that any party is found to be liable for damages arising from or in any way related to our customers usage of the services or of information derived therefrom, it is hereby agreed that such liability shall not exceed \$100.00.

## **9. INDEMNIFICATION**

Customer hereby agrees to indemnify us, our directors, officers, employees, agents and any and all parties that have supplied / do supply us 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 our customers, our customer's use of the services and / or any breach of the terms and conditions of this Agreement by the customer.

## **10. INTERNATIONAL USE**

We make no representation that materials on its 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. Customer 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 customer resides.

## **11. GENERAL**

This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to its conflict of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts located in New Mexico and irrevocably waive any right that such party may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

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

The license granted in this Agreement is for the Customer's use and the customer cannot assign or transfer the rights granted under this Agreement. Any purported transfer or assignment in violation of this section is void.

The failure of us to exercise our 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 services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

# Century Trust and Asset Management

## Electronic (statement) Delivery

### Electronic Document Delivery Agreement

To activate Century Trust and Asset Management (a division of Century Bank) Electronic Document Delivery, you must agree to the following terms and conditions:

1. **SCOPE AND ACCEPTANCE OF TERMS.** When you sign the Internet Access Agreement, you are consenting to the electronic delivery of selected account statements. Your preference to access your statements electronically will remain in effect until amended by you pursuant to Section 7 or until this Agreement is canceled pursuant to Section 5. In the event of equipment failure and you are unable to retrieve your statement, you may obtain a copy of any statement on paper by telephoning Century Bank at (505) 995-1263 or by sending a written request to: Century Bank, ATTN: Alan Snow, PO Box 1507, Santa Fe, NM, 87504-1507. No fee will be imposed to receive a paper copy of any document delivered electronically.
2. **NOTICE AND PLACE OF DELIVERY.** Century Bank will deliver documents to your current Internet access account through TrustReporter. You can retrieve your statements after logging in.
3. **INITIAL PASSWORD.** Upon receipt of this form, a Century Bank Representative will call you to provide you with a temporary Password for accessing your account information online. The first time you log in, you will be prompted to change your password.
4. **YOUR RESPONSIBILITIES.**
  - (a) Equipment/Access requirements: In order to use the Century Bank's Electronic Document Delivery system, you must obtain access to the world-wide web. Additionally, you must have a computer with a web browser, modem, telephone link or other access device, and a printer. This equipment must meet the following minimum software/hardware/system requirements (or the equivalent or enhanced/upgraded versions thereof):
    - Internet access and an active e-mail account. Immediately notify us of any change in your e-mail address.
    - PC or Mac with a screen resolution of 1024x768.
    - A browser with 128-bit SSL security. Browsers supported are: Microsoft® Internet Explorer® 5.0 or higher for Windows (6.0 recommended), Mozilla Firefox 4 or Microsoft® Internet Explorer® 5.0 or higher for Macintosh
    - Adobe Acrobat Reader® 5.0 or higherYou are solely responsible for the cost and maintenance of such equipment. You represent and warrant that you have the equipment and access capabilities to receive documents electronically.
  - (b) Protect your Log On ID and Password. You are responsible for the use, protection and confidentiality of your log on ID and password, as well as account numbers, account information, and e-mail address information. Please notify the bank immediately if you become aware of the theft, loss or unauthorized use of your personal information.
  - (c) Open and read your documents. You are responsible for accessing, opening and reading your Documents. Documents contain important and legally binding notices, information and conditions. Documents delivered pursuant to this Agreement will constitute your only notice of matters contained in the Documents. You are responsible for promptly notifying Century Bank if any Documents you receive are not accessible or are incomplete or unreadable.
5. **CANCELLATION RIGHTS.** You may cancel this agreement at any time by (A) Providing thirty (30) days written notice by postal delivery addressed to: Century Bank, ATTN: Alan Snow, PO Box 1507, Santa Fe, NM 87504-1507. You may cancel this agreement if there is any change in the hardware or software required to access, download or retain documents or to otherwise use Electronic Delivery. Century Bank will not impose any fees for cancellation. Cancellation shall not affect the legal effectiveness, validity or enforceability of documents provided to you prior to the effective date of cancellation.
6. **OTHER CANCELLATION RIGHTS.** Century Bank may also cancel this Agreement and your access to Electronic Document Delivery for any reason. If Century Bank cancels this Agreement, notice of cancellation will be provided to you by postal delivery or as otherwise allowed or required by law. The provisions of Sections 7, 8, 9, and 10 will survive cancellation of this Agreement.

**7. AMENDMENT OF AGREEMENT.**

- (a) Changes by Century Bank. Century Bank reserves the right, at any time, to amend the terms of this Agreement or any portion of the Electronic Delivery Agreement. Century Bank will notify you of any amendments to this Agreement (including any changes in the hardware or software required to access and retain documents) by providing notice to you at your e-mail address or by postal delivery or as otherwise allowed or required by law.
- (b) Deemed Acceptance. You will be deemed to have accepted any amendment to this agreement made by Century Bank unless you cancel this Agreement pursuant to Section 4 within 30 calendar days from the date of delivery of the amendment to you.

**8. NO WARRANTIES/LIMITATIONS OF LIABILITY.** Century Bank cannot foresee or anticipate technical or other difficulties. Therefore, Century Bank makes no warranty that Electronic Document Delivery will be uninterrupted or error free. Century Bank is not liable for any loss or damage arising from (A) Your failure to comply with the provisions of Section 4, (B) Interruption in Electronic Document Delivery due to problems with your equipment or errors/delays in communication and transmission lines, or (C) Any occurrence beyond Century Bank's reasonable control.

**9. DISPUTE RESOLUTION.** If any controversy or claim related to this Agreement or the delivery of electronic disclosures should arise, the parties will submit the dispute to non-binding mediation. If complete agreement cannot be reached, any remaining issues will be resolved by binding arbitration under the Federal Arbitration Act. The parties will conduct the mediation and, if necessary the arbitration under the then current rules of the American Arbitration Association. The parties will pay their own costs (including attorney's fees) associated with the mediation and arbitration.

**10. MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the Electronic Signatures in Global and National Commerce Act. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the parties agree that the court should endeavor to give effect to the parties intentions as reflected in this Agreement, and the other provisions of this Agreement shall remain in full force and effect. Any delay or omission by Century Bank to exercise any rights under this Agreement shall not be construed to be a waiver thereof. You may not assign this Agreement or any of the rights hereunder without Century Bank's prior consent.