

Member Link Portal Terms of Use

Last Modified: November 15, 2021

Welcome to the Member Link Portal, operated by Federal Home Loan Bank of Indianapolis (“**Bank**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the Member Link Portal (the “**Website**”), including any content, functionality, and services offered on or through the Website (collectively with the Website, the “**Services**”).

You are accessing these Services on behalf of an organization that has been admitted as a member of the Bank (the “**Member**”), and **YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS OF USE AND, IF ENTERING INTO THESE TERMS OF USE FOR A MEMBER, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT MEMBER; AND (C) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS. THESE TERMS OF USE APPLY WHETHER YOU ACCESS OR USE THE SERVICES AS A GUEST OR AS A REGISTERED USER.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or Canada or any of its territories or possessions, and are acting on behalf of a Member. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Bank and meet all of the foregoing eligibility requirements.

THESE TERMS OF USE TAKES EFFECT WHEN YOU CLICK THE “ACCEPT TERMS” BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES.

IF YOU DO NOT MEET THESE REQUIREMENTS OR IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES. SELECT THE “CANCEL” BUTTON BELOW, AND DO NOT CONCLUDE THESE TERMS OF USE, AND DO NOT USE VIEW, DOWNLOAD, OR OTHERWISE USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE WEBSITE OR THE SERVICES.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. Accessing the Website and Account Security

- 1.1. We reserve the right to withdraw or amend this Website, and any Service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.
- 1.2. You are responsible for both:
 - 1.2.1. Making all arrangements necessary for you to have access to the Website.
 - 1.2.2. Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

- 1.3. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* (www.fhlbi.com/privacy-notice), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 1.4. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures (the "User Credentials"), you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your User Credentials.
- 1.5. By enrolling in the Services and accessing it using your User Credentials, and any other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, you acknowledge and agree that this system includes security procedures that are commercially reasonable. You further agree to comply with any Bank procedures and processes to obtain any User Credentials, or to further access or use the Services.

YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR USER CREDENTIALS OR ANY OTHER BREACH OF SECURITY.

- 1.6. We have the right to disable any user account, password, User Credentials, Authorized User Account (defined below) or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

2. Provisioning Other Users

- 2.1. If you are granted enhanced/elevated privileges (the "Security Coordinator") within the Website or are acting on behalf of the Member to provision other users (the "Authorized Users") with access to the Services, you acknowledge and agree to the below. For clarity, "Authorized User(s)" will mean: the directors, officers, employees, partners, agents, advisers, independent contractors and subcontractors of the Member or its affiliates, in each case as authorized by you or on behalf of the Member to use the Services.
- 2.2. We will supply you with (or provide you the ability to create) usernames and passwords (the "Authorized User Accounts") that will permit Authorized Users to access the Services. You shall be solely responsible for communicating all Authorized User Account credentials to Authorized Users, and shall, at a minimum, use commercially reasonable methods to ensure the confidentiality of such Authorized User Account credentials.
- 2.3. Each Authorized User Account must be assigned to one (1) individual on behalf of the Member, and Authorized Users may not share Authorized User Accounts with any other person or entity.
- 2.4. No right of sublicense is granted to you; provided, however, that you may permit third-party vendors, outsourcers and other service providers to access and/or use the Services pursuant to the rights granted to you and Authorized Users hereunder on behalf, and for the benefit, of you or the Member.
- 2.5. You and the Authorized Users shall be solely responsible for any activity occurring via the Authorized User Accounts.
- 2.6. You shall ensure that all Authorized Users are trained and supervised in the appropriate use of the Services, and agreed to adhere to the terms and conditions of these Terms of Use.

- 2.7. You shall provision Authorized User Accounts only to Authorized Users who have a “need-to-know” and who require access to the Services for the performance of their ordinary and day-to-day job functions.
- 2.8. You shall be solely responsible for the administration of Authorized User Accounts, including the disablement/termination of Authorized User Accounts upon a change in the role or termination of the applicable Authorized User. At a minimum, you must promptly terminate an Authorized User Account when the Authorized User no longer requires access to the Services.
- 2.9. We may employ certain technical controls for the administration of the Authorized User Accounts, including password selection and complexity requirements, multi-factor authentication, and verification procedures.

3. Intellectual Property Rights

- 3.1. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Bank, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 3.2. These Terms of Use permit you to use the Website on behalf of a Member, and only for the Member’s business purposes, and to access/receive the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:
 - 3.2.1. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - 3.2.2. You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - 3.2.3. You may retain information from the Website for Member’s own records and for Member’s internal use, but not for further reproduction, publication, or distribution outside of Member and such other entities that Member controls, is controlled by, or with whom Member is under common control.
 - 3.2.4. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for Member’s own use, provided you agree to be bound by our end user license agreement for such applications.
- 3.3. You must **NOT**:
 - 3.3.1. Modify copies of any materials from the Website.
 - 3.3.2. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
 - 3.3.3. Access or use the Website or Services for any commercial purposes other than as set forth above.
 - 3.3.4. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Bank. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

4. Trademarks

The Bank name and all related names, logos, product and service names, designs, and slogans are trademarks of the Bank or its affiliates or licensors. You must not use such marks without the prior written permission of the Bank. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

5. Confidentiality

Except where disclosure is required for legal, accounting, or regulatory purposes, including disclosures to the Federal Housing Finance Agency, you and the Bank agree that all information, items, records, data and other material provided pursuant to or in connection with the Services, shall be kept in strict confidence, shall be used only for the purposes of such agreements, and shall not be disclosed by either party, its agents or employees, without, in each instance, the prior written consent of the other party; provided, however, that you or we may disclose generally, your membership and participation in the programs and services of the Bank without your consent. You acknowledge and agree that the Bank may disclose your information, without your consent or review, to the extent required or permitted by law. Each party agrees to take commercially reasonable precautions to prevent the unauthorized disclosure of such information, including complying with security procedures deemed necessary by the Bank. All computer programs, manuals, materials, forms, facilities, ideas, concepts, techniques, and know-how used, prepared or developed by us, and any improvements extensions or modifications thereof, are and shall remain the exclusive property of the Bank, and may not be used by you, your agents, employees or others, without our prior written consent. In certain circumstances, the Bank may require you to enter into licensing or use agreements with regard to any software programs provided by or through the Bank for you use in receiving any Services; and you hereby agree to enter into such licensing or use agreements.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- 6.1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- 6.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- 6.3. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the terms and conditions set out in these Terms of Use.
- 6.4. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- 6.5. To impersonate or attempt to impersonate the Bank, a Bank employee, another user, or any other person or entity (including, without limitation, by using email addresses, user name, or screen names associated with any of the foregoing).
- 6.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Bank or users of the Website, or expose them to liability.
- 6.7. You may not sell, lease, furnish, redistribute, retransmit, or otherwise permit or provide access to the Website or Services to any other person, except Authorized Users (defined below).

Additionally, you agree **not** to:

- 6.8. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- 6.9. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- 6.10. Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- 6.11. Use any device, software, or routine that interferes with the proper working of the Website.
- 6.12. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- 6.13. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- 6.14. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- 6.15. Otherwise attempt to interfere with the proper working of the Website.

7. User Activity Contributions

- 7.1. The Website may contain interactive features (collectively, “**Interactive Services**”) that may allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.
- 7.2. All User Contributions must comply with the terms and conditions set out in these Terms of Use.
- 7.3. You represent and warrant that:
 - 7.3.1. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
 - 7.3.2. All of your User Contributions do and will comply with these Terms of Use.
- 7.4. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Bank, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 7.5. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

8. Monitoring and Enforcement; Termination

- 8.1. We have the right to:
 - 8.1.1. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
 - 8.1.2. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Bank.
 - 8.1.3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
 - 8.1.4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

8.1.5. Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

8.2. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE BANK AND ITS PERSONNEL, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE BANK OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE BANK OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

8.3. However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

10. Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy (www.fhlbi.com/privacy-notice). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

11. Other Terms and Conditions

11.1. Your use of the Services may also be affected by your Advances, Pledge and Security Agreements, and other agreements (collectively, the "Additional Agreements") with us for your Bank accounts and/or agreements with affiliate accounts linked to the Services.

11.2. The terms and conditions for the Additional Agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into these Terms of Use. In the event of a conflict between Additional Agreements and these Terms of Use, the terms of the applicable Additional Agreement will prevail unless these Terms of Use specifically states otherwise.

11.3. Any breach of these Terms of Use or the Additional Agreements will be automatically deemed a breach of all agreements between you and the Bank, including, without limitation, the Advances, Pledge and Security Agreements, and the Bank shall have the right to obtain injunctive relief in addition to any additional rights and remedies it may have under these Terms of Use or the Additional Agreements.

12. Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. Geographic Restrictions

We provide this Website and Services for use only by persons located in the United States and Canada. We make no claims that the Website or any of its Services or content is accessible or appropriate outside

of the United States or Canada. Access to the Website may not be legal by certain persons or in certain countries. If you use or access the Website from outside the United States or Canada, you do so on your own initiative and are responsible for compliance with local laws.

14. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE BANK NOR ANY PERSON ASSOCIATED WITH THE BANK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE BANK NOR ANYONE ASSOCIATED WITH THE BANK REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE BANK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE BANK, ITS PERSONNEL, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct .

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnification

You agree to defend, indemnify, and hold harmless the Bank, its personnel, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

17. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana, in each case located in Marion County, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Waiver and Severability

No waiver by the Bank of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Bank to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. Entire Agreement

The Terms of Use, our Privacy Policy, and any Additional Agreements constitute the sole and entire agreement between you and Bank regarding the Website and Services, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Services.

20. Your Comments and Concerns

This website is operated by FEDERAL HOME LOAN BANK OF INDIANAPOLIS, having its principal place of business at 8250 Woodfield Crossing Boulevard, Indianapolis, Indiana 46240.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: service_desk@fhlbi.com.

21. Consent To Use Electronic Records And Signatures On The Website

In this Consent:

"Communication" means each disclosure, notice, agreement, statement, undertaking, fee schedule, record, document or other information we provide to you to review, or that you sign or submit or agree to at our request, which is related to your Transaction.

“Transaction” means the commercial transaction or Services for which you are reviewing and signing Communications using the Website.

You have indicated you wish to review and sign Communications electronically using the Website. As part of this Transaction, you are entitled to receive certain Communications “in writing” – which means you are entitled to receive them on paper. With your consent these Communications may be provided electronically, instead. We also need your general consent to use electronic records and signatures in our relationship with you.

Your Consent. You agree that any Communications delivered or presented on the Website may be in electronic form. We may also use electronic signatures and obtain them from you on any Communication presented or delivered on the Website.

We may always, in our sole discretion, provide you with any Communication on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

How to Withdraw Consent. If you decide to withdraw your consent to before you complete the Transaction, you may do so by exiting the Website and closing your browser window. If you withdraw consent before the Transaction is complete you will be unable to proceed electronically. You may be required to restart the Transaction via paper, or you may be unable to complete the Transaction at all.

Your withdrawal of consent to use the Website for a Transaction does not affect any other consent you have given at any other time to use electronic records and signatures.

How to Update Your Contact Information. It is your responsibility to provide us with a current e-mail address and other contact information, and to promptly update any changes in this information. You can update your contact information with the Bank at any time by calling the Bank at 1-800 -442-2568.

Hardware and Software Requirements. To receive and sign electronic Communications on the Website, you must have access to:

- a Current Version (defined below) of Internet Explorer, Chrome, Safari or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files, and a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with your Transaction.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

Requesting Paper Copies. You can obtain a paper copy of any Communication we provide to you electronically in your account by printing it yourself, or by requesting that the Bank mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic

Communication to you. To request a paper copy, please call 1-800-442-2568. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

Retaining copies. We encourage you to print or download for your records a copy of all electronic Communications, as well as this ESIGN Consent disclosure and any other document that is important to you.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications on the Website, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

By selecting the “Accept Terms” button below, you are consenting to the use of electronic records and signatures for Communications relating to your Transaction on the Website, and also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account and the ability to access and view PDF files. You are also confirming that you are authorized to, and do, consent on behalf of the Member.