

# 401K Access - Terms and Conditions

## IMPORTANT TERMS AND CONDITIONS

THERE ARE IMPORTANT TERMS AND CONDITIONS ASSOCIATED WITH USING FULTON BANK, N.A./FULTON FINANCIAL ADVISORS DIVISION RETIREMENT SERVICES 401k ACCESS. YOU MUST READ, UNDERSTAND AND ACCEPT THESE TERMS AND CONDITIONS BEFORE USING 401k ACCESS.

This Agreement is between you, as a participant or Plan Sponsor in an employee benefit plan ("Plan") administered by Fulton Bank, N.A./Fulton Financial Advisors Division Retirement Services ("you" or "your"), and Fulton Bank, N.A./Fulton Financial Advisors Division ("Bank") and relates to certain electronic services ("Services") and information ("Information") for your Plan account ("Account") to which you have access through the World Wide Web site of the Bank on the Internet ("Site"). Until you read this Agreement and agree to its terms and conditions, you have no right to access your Account in the manner provided in this Agreement.

### 1. SERVICES PROVIDED

The Bank, through its 401k ACCESS product, shall arrange for you to have access to the Services, including, but not limited to, the provision of Information through the Site by means of an unaffiliated Internet service provider ("Provider"). The Services presently include:

- Access Account Data and Personal Information
- View Participant Summary Information
- View Account Balances (by Source and by Investment)
- Change PIN
- View Investment Performance
- View Personal Rates of Return
- View and Change Investment Elections
- Initiate Transfers Between Funds
- Rebalance Portfolio (Based on Current Allocation Percentages)
- View Existing Loan Balances\*
- Initiate Loan Requests\*
- View Investment Profiles

\*If permitted under the Plan.

The Bank may cancel or change the Services or level of Services at any time upon written notice. Internet instructions sent to the Bank are subject to such conditions and limitations as may be set forth in Plan documents, the prospectus or other disclosure documents for each investment option offered under the Plan, and such other conditions and limitations as may be communicated by the Bank to the Plan and its participants from time to time.

## **2. USER CODES**

The Bank has provided you with a password ("PIN") which you will be required to use, together with your Social Security number, to access the Services for the first time (collectively, "User Codes"). You are required to change your PIN the first time you access the Services. The User Codes are for your personal use only. You are responsible for the confidentiality of the User Codes, and agree not to provide them to any third party. You are responsible for all statements made and acts or omissions that occur while your User Codes are being used. The Bank is not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Codes. You agree to notify the Bank immediately in the event of loss or theft of your User Codes, or if you believe the confidentiality of your User Codes has been compromised in any way, or in the event of your learning about a possible or actual use of the Services. The Bank reserves the right to revoke your User Codes at any time without prior notice.

## **3. PROPERTY RIGHTS IN INFORMATION AND SERVICES AND COMPLIANCE WITH LAW**

- a. The Services and any Information provided through the Services are being provided by the Bank only for your personal, non-commercial use and display. You may download the Information to your computer and print a hard copy for your personal reference, provided you agree not to remove any copyright or other notices contained therein.
- b. The Services and Information (except for Information as to your Account) are the property of the Bank or its licensors and may be protected by applicable copyright, patent, trademark or other intellectual property law. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services for any unlawful purpose, and you shall comply with any request of the Bank or any third party providers related to the exercise of their respective rights in the Information and Services.
- c. Unless the Bank otherwise notifies you in writing, any Information provided through the Services shall not be deemed to supersede or replace monthly, quarterly or annual statements sent to you by the Bank.
- d. In the event you use the Services or the links included on the Site to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than the Bank, you acknowledge that such other sites or locations are not under the control of the Bank and agree that the Bank shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or source of information, or for your use of such information. The Bank provides such links as only a convenience to you, and has not tested any software or verified any information found at such sites. The fact that the Bank has provided a link to another site does not signify an endorsement of the site or its contents by the Bank. There are inherent risks in the use of any software or information found on the Internet, and that you acknowledge that you understand these risks before making use of the Services.
- e. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation, or the rights of any third party is prohibited.

#### **4. INVESTMENT INSTRUCTION**

- a. The accuracy, completeness and timeliness of all mutual fund information provided is the sole responsibility of the mutual fund company which provides the information. No party which provides a connection between the Site and a mutual fund or its transfer agency system can verify or ensure the receipt of any information transmitted to or from a mutual fund or its transfer agent, or the acceptance by, or completion of any transaction with a mutual fund. The on-line acknowledgments or other messages which appear on your screen for transactions entered do not mean that the transactions have been received, accepted or rejected by the mutual fund. These acknowledgments are only an indication that the transactional information entered by you has either been transmitted to the mutual fund, or that it cannot be transmitted. It is the responsibility of the mutual fund to confirm to you that it has received the information and accepted or rejected a transaction. It is the responsibility of the mutual fund to deliver to you a current prospectus, confirmation statement and any other documents or information required by applicable law.

NO TRANSACTION SHALL BE DEEMED ACCEPTED UNTIL YOU RECEIVE A WRITTEN CONFIRMATION FROM THE FUND COMPANY.

- b. You are responsible for reviewing all mutual fund account statements received by you in the mail in order to verify the accuracy of all mutual fund account information provided in the statement and all transactions entered through this site. You are also responsible for promptly notifying the mutual fund of any errors or inaccuracies relating to information contained in, or omitted from your mutual fund account statements, including errors or inaccuracies arising from the transactions conducted through this site.
- c. If you plan to exchange shares, please read the prospectus you received when you enrolled in your retirement plan before exchanging into any new fund(s). Please contact your employer if you need another copy of a prospectus.

TRANSACTIONS ARE SUBJECT TO ALL REQUIREMENTS, RESTRICTIONS AND FEES AS SET FORTH IN THE PROSPECTUS OF THE SELECTED FUND.

#### **5. WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SERVICES**

- a. THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE INFORMATION CANNOT BE GUARANTEED. THE BANK AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES YOU MAY INCUR FOR ANY RELIANCE BY YOU ON INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE INFORMATION OR SERVICES OR FOR ANY UNAUTHORIZED USE. THE INFORMATION YOU RECEIVE FROM THE SITE IS SUBJECT TO CHANGE AND YOU CANNOT RELY ON IT AS THE OFFICIAL

STATEMENT OF YOUR ACCOUNT. THE ONLY OFFICIAL STATEMENT OF YOUR ACCOUNT THAT YOU SHOULD RELY ON AS FINAL IS THE PRINTED STATEMENT OF YOUR ACCOUNT THAT IS MAILED TO YOU ON AN ANNUAL BASIS OR ON A PERIODIC BASIS IF YOU DO NOT RECEIVE ANNUAL STATEMENTS.

- b. YOU UNDERSTAND THAT THE BANK DOES NOT GUARANTEE THAT IT WILL CONTINUE TO MAKE THE INFORMATION AND SERVICES AVAILABLE TO YOU, WHETHER BY THE SAME METHODS CURRENTLY USED OR OTHERWISE. YOU AGREE NOT TO HOLD THE BANK LIABLE FOR ANY DAMAGES ARISING FROM A DISCONTINUATION OR MODIFICATION OF ALL OR PART OF THE SERVICES OR INFORMATION.
- c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK AND ITS AFFILIATES, AGENTS AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ERROR-FREE AND UNINTERRUPTED SERVICES. THE BANK DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU REGARDING (I) THE USE OR THE RESULTS OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY FINANCIAL RESULTS BASED ON USE OF THE SERVICES OR INFORMATION OR ANY DELAY OR LOSS OF USE OF THE SERVICES, OR (II) SYSTEM PERFORMANCE AND EFFECTS ON, OR DAMAGES TO SOFTWARE AND HARDWARE IN CONNECTION WITH ANY USE OF THE SITE, SERVICES AND INFORMATION.
- d. IN ADDITION, TO AND WITHOUT LIMITING THE FOREGOING, THE BANK SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE SERVICES OR INFORMATION, OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE SERVICES OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.
- e. THE BANK AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND INFORMATION. EXCEPT AS OTHERWISE PROVIDED BY LAW, THE BANK SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENCE, ACTIONS OR FAILURE TO ACT OF THE PROVIDER OR ANY OTHER THIRD PARTY PROVIDER. TO THE EXTENT PROVIDED BY LAW, NEITHER THE BANK NOR THE PROVIDER OR ANY OTHER THIRD PARTY PROVIDER SHALL BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE), OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH THE BANK OR ANY OTHER SUCH ENTITY DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR

MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD."

## **6. CONFIDENTIALITY**

The Bank shall use reasonable precautions to maintain the confidentiality of Information related to your Account; however, because your Account and such Information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that such Information, or any other Information provided to you through the Services will remain secure. In addition, the Bank may disclose such Information to its employees, representatives, officers, agents and affiliates, as well as governmental entities, the Provider or any other third party agent or service provider (a) for any purpose related to the conduct of the Bank business or the offering, providing or maintaining of the Services; (b) to comply with applicable laws, regulations, rules, orders, subpoenas or other legal process or in order to give Information to any government agency or official requesting such Information; or (c) for any similar legitimate business purpose.

## **7. GOVERNING LAW**

This Agreement and all the terms herein shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

## **8. TERMINATION**

The Bank may terminate this Agreement and your access to the Services at any time by prior written notice to you. Termination of your Account, either by you or by the Bank, or a breach of this Agreement by you, will automatically result in a termination of this Agreement. Paragraphs 6 and 10 shall survive termination of this Agreement.

## **9. MISCELLANEOUS**

- a. This Agreement represents the complete and exclusive statement of the agreement and understanding between you and the Bank regarding your rights to access and use of the Services and Information on the Site and supersedes all agreements which you may sign with the Bank, and all representations (whether written or oral), regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision of this Agreement shall be effective against the Bank unless the same is in writing. The Bank may modify these terms and conditions at any time by written notice or posting on the Site. You agree that if you use the Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to use the Site, Services and Information. Should any term or condition of this Agreement be deemed or

held to be invalid or unenforceable, the remaining terms and conditions shall continue in full force and effect.

- b. The failure of the Bank to insist at any time upon strict compliance with any of the terms of this Agreement, or any delay or failure on the part of the Bank to exercise any power or right given to it in this Agreement, or a continued course of such conduct on the Bank part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to the Bank in this Agreement are cumulative and not exclusive of any other rights or remedies which the Bank otherwise has at law or equity.

## **10. INDEMNIFICATION**

You hereby agree to indemnify and hold harmless the Bank and its directors, officers, employees, vendors, licensors, agents, the Provider and any other third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys fees and costs and expenses, arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement or your use of the Services and Information (i) in violation of this Agreement, (ii) in violation of any rights of the Bank, the Provider and any other third party provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation, or (iv) your failure to maintain the security of your User Codes in accordance with this Agreement. This indemnification shall be binding upon you and your personal representatives, heirs, successors and assigns.