

UTAH BANKERS ASSOCIATION

FRAUD-NET™

END USER LICENSE AGREEMENT

ACKNOWLEDGEMENT

I (we) have read and understand the Utah Bankers Association Fraud-NET End User License Agreement, including the terms of usage. I (we) acknowledge receipt of the End User License Agreement, including Exhibit A – “Intended Use of System & Site” and agree to them as conditions of our organization’s use of the Fraud-NET System.

Executed effective as of the _____ day of _____, 2004 (“Effective Date”)

Signature: _____ Title: _____

Name (please type or print): _____

On Behalf of Bank, Company or Agency Name: _____

Primary Contact Person

Name: _____ Title: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Process for Approval of New Users

At the request of the bank, company or agency, new user requests may be reviewed prior to approval by the primary contact person. Please select one of the following options:

” New users for the above mentioned bank, company or agency must be approved by the primary contact person listed above or his/her designee.

or

” New users for the above mentioned bank, company or agency may be approved at the discretion of the Utah Bankers Association.

*Please fax or mail this acknowledgement to: Utah Bankers Association
185 South State, Suite 201, Salt Lake City, Utah 84111, Fax: 801-364-4495.*

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END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is a legal agreement between you and the financial institution you represent (the "Financial Institution") and Utah Bankers Association, a corporation with a principal place of business at 185 South State Street, Suite 201, Salt Lake City, Utah 84111, regarding your access to and use of the FRAUD-NET.COM Web site ("Web Site"). The terms of this Agreement shall govern your access to and use of the Web Site. By accessing and/or using this Web Site, you agree to all of the terms of this Agreement. The Terms are meant to protect all of our Web Site users and your continued use of this Web Site signifies your agreement with this Agreement. **BEFORE YOU SIGN THIS AGREEMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SOFTWARE AND/OR SERVICES.**

BY SIGNING THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT ON BEHALF OF THE FINANCIAL INSTITUTION.

The term "you" as used in this Agreement refers to both you as an individual user and to the Financial Institution.

1. Utah Bankers Association (UBA) reserves the right, in its sole discretion, to modify, alter or otherwise update the terms of this Agreement at any time. Such modifications shall be effective immediately upon posting. By using this Web Site after we have posted notice of such modifications, alterations or updates you agree to be bound by such revised terms.
2. In accordance with UBA's goals, this Web Site may ultimately permit you to link to other Web sites, that may or may not be affiliated with this Web Site and/or UBA, and that may have terms of use that differ from, or contain terms in addition to, the terms specified here. Your access to such Web sites through links provided on this Web Site is governed by the terms of use and policies of those sites, not this Web Site.
3. All content on this Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by UBA or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "Providers"). You may not use on your Web site any trademarks, service marks or copyrighted materials appearing on this Web Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another Web site any of the content or other materials on this Web Site without prior written consent of UBA.

4. As a condition to your use of this Web Site, you warrant to UBA that you will not use UBA 's Web Site or the information, content or generated documents for any purpose that is unlawful or prohibited by this Agreement. This warrant includes without limitation the posting, inclusion or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. You acknowledge and agree that information posted on the Web Site is to be used only for its intended purpose, which is to notify other members of fraudulent or other criminal activities, schemes, and practices which affect financial institutions. You warrant and agree that you will not use or allow others to use information posted to establish creditworthiness of a consumer or eligibility of a consumer for employment, insurance or other purposes related to the transaction of normal business. The Web Site is not intended to be and shall not be used as a credit or check verification service. You agree to use the information on the Web Site only for the intended and permitted purposes, and you agree not to capture and/or disseminate information posted on the Web Site for purposes other than the intended and permitted purposes. You agree to distribute information posted on the Web Site only within institutions and only to employees who have a duty or legal interest in the subject matter of that information in order to perform his or her own job.

You warrant and agree that information you post (a) shall be statements of fact which you know or believe to be true based upon first hand accounts of employees after reasonable investigation into their accuracy; provided, however, that where circumstances do not permit an investigation, you will describe the circumstances creating the emergency and provide cautionary advice about the extent to which the accuracy of the information was investigated; (b) shall not characterize an individual suspected of participating in fraudulent activity as being a "thief," "crook," "felon," "liar," or similar terms; and (c) shall not contain extraneous derogatory information about the individual, knowledge of which is not necessary to understand or to use the primary information being communicated.

You warrant and agree that you will not (a) falsify or misrepresent any personal or business information regarding your identity or intentions with respect to any matter; (b) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Web Site that UBA, in its sole discretion, deems unlawful, obscene, derogatory, abusive, threatening, discriminatory with respect to race or gender, or is otherwise disagreeable; (c) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Web Site that contains a virus, Trojan horse, worms, time bombs, cancelbots, or any other harmful software code or programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information; (d) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Web Site that is unlawful, fraudulent, or otherwise disagreeable, including without limitation, any information, communication or transmission that constitutes or supports the commission of any illegal activity or any violation of local, state, national or foreign law, statute, ordinance or regulation (including without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) post, publish, transmit, distribute, or upload through or link directly or indirectly any information to the Web Site any bulk e-mail solicitations, chain letters, solicitations, advertisements, pyramid schemes or any other unsolicited communication, including without limitation, spamming any other party; (f) use, reproduce, distribute, publish or communicate any information obtained from the Web Site for any commercial reason, unless

such activity has been expressly approved in writing by UBA; or (g) create liability for UBA or cause UBA to lose (in whole or in part) the services of UBA 's Internet service provider(s) or other suppliers.

5. If you violate any of the terms of this Agreement, your permission to use the Web Site immediately terminates without the necessity of any notice.

6. UBA reserves the right to deny access to the Web Site to any individual or entity, at its discretion, for any reason, including for violation of this Agreement.

7. This Web Site may contain links to other Web sites ("Linked Sites"). Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under the control of UBA, and UBA is not responsible for, and does not endorse, such content, whether or not UBA is affiliated with the owners of such Linked Sites. You may not establish a hyperlink to this Web Site or provide any links that state or imply any sponsorship or endorsement of your Web site by UBA, or its affiliates or Providers.

8. Disclaimer of Warranties and Liability. ALL CONTENT ON THIS WEB SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, UBA DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER UBA, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. UBA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY , ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, AND/OR SERVICE ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE.

YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE IS AT YOUR SOLE RISK. YOU (AND NOT UBA) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER UBA, NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING ITS PROVIDERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THIS WEB SITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR

RESULTING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE OR ANY OTHER LINKED SITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UBA AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT UBA IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF UBA IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9. Indemnity Agreement. The Financial Institution agrees to indemnify, defend, and hold harmless UBA and the Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you or the Financial Institution of this Agreement, or resulting from any third party claim based on information posted, published, used or distributed by you or the Financial Institution.

10. This Agreement is for the benefit of UBA and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce this Agreement directly against you on its or their own behalf.

11. Unless otherwise specified, the content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled by UBA from its offices within UBA. UBA makes no representation that content in its Web Site is appropriate or available for use in other locations. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in this Web Site in violation of U.S. export laws and regulations. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of UBA, as they are applied to agreements entered into and to be performed entirely within such state. Any action you, any third party or UBA brings to enforce this Agreement, or in connection with any matters related to this Web Site, shall be brought only in either the state or federal courts located in UBAUBAUBAUBA and you expressly consent to the jurisdiction and venue of said courts. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

12. The provisions and conditions of this Agreement, and each obligation referenced herein, represent the entire Agreement between UBA, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any

inconsistencies exist between this Agreement and any future published terms of use or understanding, the last published terms or understanding shall prevail.

13. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY UBA.

EXHIBIT A – INTENDED USE OF SITE AND SYSTEM

The following describes the intended use of the Site and System by Customer and End Users.

1. The definitions in this exhibit apply throughout this exhibit unless the context clearly requires otherwise.

(a) “Designated employees” means security personnel of financial institution, including End Users, designated by it to participate in the Site and System.

(b) “Financial crime” means any act, including any anticipatory or completed offense, committed for financial gain, that is chargeable or indictable, regardless of whether the act is actually charged or indicted, as a violation of a state or federal criminal law prohibiting false representation, frauds and swindles, forgery, obtaining a signature by deception or duress, criminal impersonation, false certification, unlawful issuance of checks, drafts, funds transfers and payment instructions, identity theft, improperly obtaining financial information, robbery, bank robbery, theft, scams, tax evasion, embezzlement, money laundering, use of proceeds of criminal profiteering, false representation concerning credit, false statement by deposit account applicant, false representation concerning title, forgery of a digital signature or burglary when it involves entering the premises of a financial institution or retail establishment, unlawful possession of payment instruments, unlawful production of payment instruments, unlawful possession of a personal identification device, unlawful possession of fictitious identification, unlawful possession of instruments of financial fraud, possession of another’s identification, display or possession of a fraudulently issued drivers’ license or identicard, display or representation as one’s own the drivers’ license or identicard of another person, unlawful factoring of a credit card or payment card transaction or other state or federal law prohibiting a financial related crime.

(c) "Financial institution" means (a) any person doing business under the laws of any state or the United States relating to commercial banks, bank holding companies, financial holding companies, savings banks, savings and loan associations, trust companies, or credit unions; (b) any office of an international banking corporation, branch of a foreign bank, or corporation organized pursuant to the Bank Service Corporation Act (12 U.S.C. Sec. 1861-1867) or a corporation organized under the Edge Act (12 U.S.C. Sec. 611-633); (c) subsidiaries, affiliates, service corporations of persons described in (a) and (b) of this subsection; (d) third-party service providers that provide servicing, processing, account maintenance or security for persons described in (a), (b) and (c) of this subsection; or (e) any group, organization or association consisting primarily of persons described in (a) through (c) of this subsection, including without limitation, the Utah Bankers Association, and other associations of banks, savings institutions and/or credit unions, whether inside or outside the state of Utah; provided that a group or association in (e) of this subsection that obtains access to a fraud alert network, such as the Site and System, may provide access to that network or to information received from that network only to persons described in (a), (b), (c) or (d) of this subsection.

(d) “End User” means a financial institution or other party that participates in the Site and System.

2. General Terms:

(a) Access to the Site and System is private, and limited to financial institutions and/or law enforcement agencies;

(b) The sole function of the Site and System is to share information among financial institutions and/or law enforcement agencies, for the preventing, detecting, deterring and assisting in the prosecution of financial crimes;

(c) Information furnished to the Site and System consists exclusively of (1) descriptions of recent actual or suspected financial crimes perpetrated against or coming to the attention of the participant furnishing the information; (2) descriptions, photographs, images, reproductions, fingerprints, identifying features, traits, habits, background or other data related to identifying the person, persons or groups suspected of committing, aiding or abetting financial crimes; (3) identifying information regarding methods of operation, devices, tricks or schemes used by persons suspected of financial crimes; (4) descriptions, photographs, images or reproductions of writings, communications, checks and personal identification used in connection with suspected financial crimes; (5) descriptions, photographs, images or reproductions of vehicles, license plates, weapons, devices or other things used in connection with suspected financial crimes; (6) cautionary statements regarding suspects, for example a statement that a suspect is armed and dangerous; and (7) other information which will allow participants to identify financial crimes, to identify persons suspected in connection with financial crimes, to assist in the apprehension of persons suspected of financial crimes, or to contact others for further information;

(d) Information furnished to the Site and System may not consist of delinquent payment information; nor may it consist of other, similar evidence of a person's credit history, except in the exceptional instance where such evidence is an integral part of information provided pursuant to paragraph (c) of this section and is reasonably believed to be related to a financial crime;

(e) Information posted shall be accessible only to designated employees, and the distribution of information is to be limited to those employees, attorneys, and agents of End Users who have job-related duties relevant to the use of such information in connection with preventing, detecting, deterring or assisting in the prosecution of financial crimes;

(f) The Site and System has procedures reasonably calculated to ensure the security of the information obtained;

(g) Users of the Site and System are informed that the information obtained from the Site and System may not be used to evaluate and make decisions about applications for loans, lines of credit and credit cards;

(h) Information furnished pursuant to the Site and System is limited to statements of fact that the person furnishing the information reasonably believes to be true; provided that in exigent circumstances, information may be furnished without such reasonable belief if the

circumstances creating an emergency are described, and cautionary advice is provided regarding the limited knowledge of the person furnishing the information;

(i) The Site and System has an operator that (i) employs procedures to promptly correct and erase information that the operator learns is erroneous or was submitted or posted to the Site and System not in compliance with this section; (ii) takes reasonable steps to limit access to the Site and System to financial institutions; and (iii) denies access to the Site and System to persons who are not financial institutions or who do not abide by the terms of this Agreement.

(j) Utah law governs the operation of and access to a Site and System by End Users in Utah.

3. Customer and End Users shall not:

(a) Knowingly provides false information to the Site and System;

(b) Fail to maintain review procedures to remove or correct outdated, incomplete or erroneous information furnished by it to the Site and System;

(c) Fail to maintain procedures to ensure that information obtained from the Site and System will be provided only to employees, attorneys or agents who have job-related duties relevant to the use of such information;

(d) Use information obtained from the Site and System to evaluate and make decisions about applications for loans, lines of credit and credit cards;

(e) Use information for a purpose other than preventing, detecting, deterring and assisting in the prosecution of financial crimes;

(f) Use, reproduce, distribute, publish, forward, share, sell or communicate any information obtained from the Site or System for a commercial purpose, such as for advertising or marketing; or

(g) Provide, sell or resell access to the Site or System to a person that is not an End User or other participant.

4. It is the intent of this Agreement to encourage the sharing of information consistently with federal law, including the Gramm-Leach-Bliley Act and the Fair and Accurate Credit Transactions Act of 2003.

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