



Terms and Conditions of Use of Site

Please read these terms and conditions of use carefully before using this Site. By using this Site, you signify your agreement to these terms of use. You agree that the Terms of Use, combined with your act of using the Site, have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized. If you do not agree to these terms of use, please do not use the Site. Bank of Labor reserves the right to update or amend these Terms of Use at any time. Any such change, update or modification will be effective immediately upon posting the modified version of the Terms of Use on the Site. It is your responsibility to review the Site from time to time to ensure that you continue to agree with all of the Terms of Use.

No Warranty

Bank of Labor created this Site for the convenience of our Internet visitors. The information (including text, graphics, and functionality) is present "AS IS" and "AS AVAILABLE" without express or implied warranties including, but not limited to, implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We expressly disclaim any liability for errors and omissions regarding the information and material contained on the Site. Due to the nature of the Internet, we cannot guarantee the accuracy or completeness of the information contained in this Site or its suitability for any purpose.

Updates and Modifications

We reserve the right to modify the Site in our sole discretion without notice. We will not be liable if, for any reason, any part of the Site or the entire Site is unavailable for any period of time. Periodically, we may restrict access to portions of the Site or the entire Site. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within this Site. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place, or decisions you make, on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on these Site materials by you or any other user of the Site, or by anyone who may be informed of any of its contents.

Privacy

This Site does not capture information regarding the specific activities of any user. It does, however, produce reports that allow us to view activities in anonymous aggregated form. We do not use JavaScript, cookies, Web bugs, or other active content mechanism to capture information about users.

With respect to this Site, there are two options regarding your personal information:

- (1) If you wish to contact us about our products or services, then you need to disclose your contact information so that we facilitate your request(s); If you chose to contact us via e-mail, DO NOT include any confidential information, such as account numbers, social security numbers or other information you wish not to disclose. If it is necessary to discuss confidential information, or account information, please only do so by telephone, written correspondence, or visit any of our locations. If you choose to communicate with us by email, Bank of Labor cannot be held liable for any possible misuse of this information. Please keep in mind that your email address and any other information your email header shows about you, such as your name or organization, will be revealed to us in the email. We pledge that when you communicate with us via email, we will use your email information only

for specific purpose of responding to your comments or questions. Your email address will not be sold nor shared with others outside the bank unless we are compelled to do so by law.

- (2) If you do not wish to contact us about our products or services, then we will have gathered no information about you and you do not need to take further action.

Security

Our Site is protected with a variety of security measures such as change control procedures, passwords, and physical access controls. We also employ a variety of other mechanisms to ensure that data you provide is not lost, misused, or altered inappropriately. These controls include data confidentiality policies and regular database backups. However, we have no control over the functionality of the Internet or components making up the Internet.

Viruses

Because of the increase in the spread of viruses affecting the Internet, we want to alert you about infections from viruses or other malicious software to your system. It is your responsibility to scan all downloaded material received from the Internet. You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Site to reconstruct any lost data. 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 Site or to your downloading of any material posted on it, or on any third-party website linked to it. Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

Internet Connection

You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any, and all information stored therein. You understand that the technical processing and transmission of the Site, including your content, may involve (a) transmissions over various networks or devices. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Bank of Labor shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Children

The Site is not targeted to children (people under thirteen years of age), nor do we provide services or sell products intended for use or purchase by children. To the extent that any child-related services or products are available on the Site, they are for use or purchase by adults.

Unauthorized Use

Unauthorized use of our Site and computer systems, including but not limited to unauthorized entry into our computer systems, misuse of passwords, or misuse of any information posted to this Site, is strictly prohibited. Any attempted unlawful use may subject you to liability for damages or criminal prosecution.

Indemnity

You agree to indemnify, defend, and hold harmless Bank of Labor, its affiliates and the respective employees, directors, officer, and agents of each, against any, and all claims, demands, damages, or costs or expenses (including, but not limited to, reasonable attorneys' fees) that arise directly or indirectly from:

1. Your access to or use of the Site, including but not limited to its Services and its content;

2. Your violation or breach of any of these Terms of Use;
3. Any activity related to your accessing the Site, or any negligent or wrongful conduct; or
4. Your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality or privacy right.

Linked Sites

This Site may provide you with links to other Sites for your convenience in locating related information and services. We do not maintain control over these Sites, the organizations that maintain these Sites, or the information, products, or services these organizations provide. Although we believe that the information from these organizations is reliable, we cannot guarantee their accuracy or completeness. When you leave this Site, you do so at your own risk.

Accordingly, we expressly disclaim any responsibility for the content of these Sites, the accuracy of the information on these Sites, the security of these Sites, or the quality of products, or services provided by the organizations that maintain them. We do not recommend or endorse these organizations or their products or services in any way. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.

Limitation of Liability

In no event shall Bank of Labor, our Directors, our Officers, our employees, our contractors, our agents, or our representatives be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation; damages for loss or use, data or profits, arising out of or in any way connected with the use or performance of the Site or related Sites; damages relating to the delay or inability to use the Site or related Sites; damages relating to the provision of or failure to provide services, or for any information or services obtained through the Site; or damages otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise, even if Bank of Labor has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these terms of service, your sole and exclusive remedy is to discontinue using the Site and its related Sites.

Choice of Law

This contract is to be governed at all times by the laws of the State of Kansas applicable to agreements made and to be wholly performed within that state, without regard to its conflict of laws provisions or the conflict of laws provisions of any jurisdiction that would cause the application of any law other than those of the State of Kansas.

If you have questions about this security and privacy statement, the practices of this Site, or your dealings with Bank of Labor, you can contact us using any of the communications channels listed below:

- Sending regular U.S. Postal Service mail to:
Bank of Labor
6301 Glenwood Street, 3rd Floor Overland Park, KS 66202
- Calling – **855.245.2267** – During Regular Business Hours
- Faxing – **913.288.3240** – Anytime of Day or Night