

Terms of Use for the North Carolina Bankers Association's Website and Discussion Boards

(As of 2/9/16)

It is the policy of the North Carolina Bankers Association (NCBA) to comply with all federal, state, and local laws and regulations. By creating or maintaining an account, and by accessing the username and password-protected sections of the NCBA's website (the Site), you (User or Users) hereby agree to these terms and conditions (Terms of Use). The NCBA may amend these Terms of Use at any time and shall post any amendments on the Site.

Restrictions on Content

Users shall not upload, distribute or reproduce any post, content or materials on the Site (Postings) that contain defamatory, vulgar, harmful, unlawful, obscene, pornographic, abusive, or illegal material, content or images. Hate speech or discrimination will not be tolerated and a User shall be subject to removal.

Personal Responsibility

Users are solely responsible for the content of their Postings and subsequent consequences. The Site is available to authorized users of the Site only. Users agree not to perform any action that may open the Site to unauthorized access by third parties.

Compliance with Antitrust Limitations

Users should familiarize themselves with the antitrust laws that protect free and open competition. Certain posts and discussions should be considered off-limits, including those that contain price and cost information. Users who choose to participate in the discussions on the Site should take compliance with the antitrust laws very seriously.

- The Sherman Act imposes criminal penalties of up to \$100 million for a corporation and \$1 million for an individual, along with up to 10 years in prison. The maximum fine may be increased to twice the amount the conspirators gained from the illegal acts or twice the money lost by the victims of the crime, if either of those amounts is over \$100 million.
- Victims of price-fixing conspiracies also may seek civil recovery of up to three times the amount of damages suffered.

Users should not rely upon the NCBA to remove or edit discussion topics or posts that may implicate antitrust or other concerns. It is up to the Users participating in an exchange to determine what topics or responses present antitrust or other concerns and to take any steps that may be necessary to mitigate risk.

Proper Decorum

Users are encouraged to speak freely and support debates by voicing personal opinions or preferences on posted issues. Personal attacks, threats or abuse will not be tolerated. Users agree

not to attribute quotations to individuals for the purpose of furthering opinions, debates, discussions, or support on any topic areas or to bolster the credibility of a proposition based on the attribution supplied by a User without the individual's permission.

Users agree that the Postings shall not contain Spam, chain letters, junk mail, or other solicitations. Users agree not to use any Postings, information or names contained on the Site for distribution lists to any third party without specific permission from the NCBA and the affected individuals.

Privacy

The NCBA respects the privacy of its Users and the security of Users' personal and business information.

The NCBA may monitor the use of the Site and may remove any Postings as indicated in the Terms of Use. While the NCBA has the right to remove any Postings on the Site, the NCBA is not responsible for any materials posted by Users and disclaims all liability for such Postings.

The NCBA may collect information regarding a User's use of the Site in order to assist in market evaluation and for other purposes as reasonably determined by the NCBA. Once a User has provided personal identifying information, it will be used for purposes of managing the Site and collecting navigation history and data, or for such other purposes as described at the point of data collection. Directory and contact information may be shared, including with third parties, to assist with communication to and among NCBA members and authorized users, and information may also be shared with third parties for Site administration purposes. Except as otherwise stated in these Terms of Use, the NCBA will not disclose personally identifiable information associated with a User's use of the Site to third parties not affiliated with the NCBA except to comply with the law or a court order, or to duly authorized regulatory or investigative agencies.

Information is collected through a variety of technologies and tools, including cookies. Please note that Users will not be able to access certain areas of the Site if the computer or device being utilized does not accept cookies.

Intellectual Property Rights and Use of Links

Users agree to comply with all applicable intellectual property laws such as copyright, trademark, patent and trade secret laws through their Postings.

In order to comply with copyright law, Users shall only submit Hypertext links to either the home page (no internal website pages) of any for-profit or private website or any page of a public document, government website, or public institution website. Users shall not provide direct links to news sources, publications, or articles without the express permission of the author or website owner. Information, such as title, author, publication date, and publication name are allowed to be provided as long as this information does not accompany an unauthorized link.

Any links available on the Site are independent of this site and the NCBA makes no

representation or warranty as to the accuracy or authenticity of such content and such links shall not be construed as a sponsorship or endorsement of any kind.

No Advertising

Users shall not advertise or offer for sale any goods or services, or any similar activities, on the Site. The NCBA reserves the right to post any informational marketing material about its products and services, and those offered by its subsidiaries or endorsed by Community Bank Services (CBS).

No Professional, Legal, or Accounting Advice

Users acknowledge that the Postings are merely the opinions of individuals and neither the Postings nor the Site contains professional, legal, or accounting advice. If a User requires professional advice, please consult an appropriate professional.

NCBA's Responsibilities

The NCBA assumes no responsibility for the timeliness, delivery, deletion, or failure to store Postings. The NCBA reserves the right to remove any Postings without notice for any reason at any time in its sole discretion, as well as the ability to block Users for any inappropriate or prohibited conduct, behavior or Postings. The NCBA reserves the right to redistribute, edit, post, display, modify, transmit, or delete any Postings by a User without separate permission from the User as the Postings signify a User's consent.

License and Ownership of Content

By submitting content to the Site, a User hereby grants the NCBA a perpetual, royalty free, worldwide, unlimited license to use, reproduce, distribute, sell, license, or sub-license the Postings in any manner and by any means, either now known or hereinafter created, including the ability to create derivative works or compilations.

Representations and Warranties

- The NCBA makes no warranty or representation regarding any Postings, content, discussions, or results obtained from the use of the Site by Users. The NCBA makes no warranty or representation regarding the reliability or accuracy of any information obtained from the Site posted by Users.
- The NCBA makes no warranty or representation as to the technological services provided by use of the Site, including uninterrupted, timely, secure, or error free services.

Disclaimers

- The NCBA expressly disclaims all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose or non-infringement. The Site is provided by the NCBA as an "As-Is" service.

- The NCBA is not responsible for any Postings, whether inaccurate or incorrect, by the Users.
- The inclusion of any link to any website does not denote any approval, sponsorship, or endorsement by the NCBA or CBS, and the NCBA is not responsible for the content, accuracy, or opinions expressed on those linked websites.

Indemnity

Each User agrees to defend, indemnify and hold harmless the NCBA, its officers, directors, employees, agents, subsidiaries, or affiliates for any claims, costs, or liability related to any breach by the User of the provisions of these Terms of Use or related to any claim of infringement or violation of the intellectual property or other rights of any third party for any of the User's use of the Site or Postings.

Limitation of Damages

In no event will NCBA be responsible for special, indirect, incidental, exemplary, punitive or consequential damages, including lost profits, which the User may incur or experience on account of relying upon the Terms of Use, even if the NCBA has been advised of the possibility of such damages.

Governing Law

These Terms of Use are governed and construed under the laws of the State of North Carolina.

Compliance with the Law

Users shall fully comply with all laws, ordinances, rules and regulations which are applicable to their performance under these Terms of Use. Users agree to indemnify and hold the NCBA harmless from any and all claims, damages and expenses, including actual attorney's fees, resulting from the Users' failure to comply with any such laws.

Termination

The NCBA, in its sole discretion, may terminate any and all access of a User for any reason. Users may voluntarily terminate their accounts by contacting the NCBA's office. This Site is for the use of NCBA members and authorized participants only. If a User, or his or her employer, as applicable, does not continue to maintain NCBA membership or otherwise have permission to use the Site, then the User's access will be automatically terminated from the Site until such time as active membership or permission is obtained.

Notice

For questions, concerns or issues regarding the Site, please contact the NCBA's office and ask to speak with one of the website administrators. Any notice should be given to those NCBA staff responsible for website administration and shall be effective and deemed delivered upon receipt.

Confidentiality

The NCBA and its service providers use their best efforts to maintain the confidentiality of Users on the Site. However, the NCBA and the service providers shall not be responsible for any harm that Users suffer as a result of a breach of confidentiality.

Entire Agreement

- A specific waiver by NCBA of any provision of these Terms of use on any particular occasion and for any reason will not be deemed to be a basis for any automatic waiver of the same or any other provision in the future.
- The Terms of Use are affirmatively accepted by a User upon creating an account or becoming an authorized user of the Site and upon use of the Site. The Terms of Use constitute the entire agreement between User and the NCBA regarding the Site and its related services.