

## FBD LIQUIDATING TRUST

### **Website Terms And Conditions Of Use**

This website is owned by FBD Liquidating Trust. The terms “we,” “us” and “our” when used in these Terms and Conditions refers to FBD Liquidating Trust and the terms “you” and “yours” means each person or, if applicable, the entity who is an owner, signer or has unrestricted withdrawal rights of a deposit account or, as applicable, a borrower under a credit account, and each person that is using the online banking services with your permission. The following Terms and Conditions of Use will govern your use of this website. By using this website, you acknowledge that you have received and understand these Terms and Conditions of Use and agree to be bound by them as they may be modified by us from time to time and posted on this website. You also agree to comply with all applicable laws and regulations, including United States and foreign patent, trademark, service mark and copyright laws. If you do not accept these terms and conditions, please do not make any further use of this website.

If you need assistance with this website, or if you need to communicate with us, please telephone 1-888-FBD-3511 or e-mail us at CustomerServiceDE@fbdel.com

Not all consumers will be eligible for the products and services described on this website, and we reserve the right to determine your eligibility for any product or service.

### **Ownership and Use of Material on the Website**

Throughout this website you will find a number of trademarks, trade names, logos, service marks and other similar items (the “Marks”). The Marks are the property of us and others. Nothing contained on this website should be construed as granting you any license or right to use in any way any Mark without our written permission or the written permission of the third party that owns the Mark.

Unless otherwise noted, this website and all materials, including images, illustrations, designs, icons, photographs, video clips, software programs, and written and other materials available on this website (the “Material”) are owned by us. If you copy the Material, you must retain any copyright and other proprietary notices contained in the original Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other website or in a networked computer environment for any purpose is prohibited. You may not use the Material for any illegal purpose or in any manner inconsistent with these Terms and Conditions of Use.

### **Electronic Communications**

To the fullest extent permitted by applicable law, all these Terms and Conditions of Use, all the applications, instruments, or notes relating to the products and services described on this website, and all other agreements, notices or other communications regarding or relating to this website, us, or any products or services provided by us may be presented to you electronically, and you agree to receive all such items in an electronic form. Electronic delivery of these items to you may be made on pages within this website or to your e-mail address. You should print a paper copy of any item delivered electronically to you and retain it for your records. All electronic notices and communications to you will be considered to have been received by you no later than

5 business days after posting or dissemination, whether or not you have actually received or retrieved the notice or communication. We reserve the right to provide any notice or communication to you in paper format. Your consent to receive items from us electronically is valid until you revoke your consent by notifying us of your decision to do so.

### **Internet Access**

In applying for any of our products or services online, you will need access to the Internet and a current e-mail address. You will have sole responsibility for providing us with a correct and operational e-mail address, and you must promptly notify us of any change in your e-mail or postal mailing address. We will not be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an e-mail account.

### **Privacy**

We understand that privacy is a major concern for many consumers who do business or conduct transactions online. We will not share or disclose any of the personally identifiable information about you that is collected through this website other than in accordance with our Privacy Notice.

### **Disclaimers and Limitations of Liability**

We will use commercially reasonable efforts to ensure that the information on this website is accurate and complete. However, except to the extent prohibited or limited by applicable law, we make no representations or warranties whatsoever regarding the accuracy, completeness or timeliness of any information contained in or accessed through this website. **THIS WEBSITE AND ITS CONTENTS ARE PROVIDED ON AN “AS IS” BASIS. USE OF THE WEBSITE AND ITS CONTENTS IS AT THE USER’S SOLE RISK. THE WEBSITE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MOREOVER, NO WARRANTY IS MADE THAT OPERATION OF THIS WEBSITE WILL BE ERROR FREE, VIRUS FREE OR UNINTERRUPTED. WE ALSO MAKE NO REPRESENTATIONS, ENDORSEMENTS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY WEBSITE OPERATED BY A THIRD PARTY.**

**IN NO EVENT WILL WE OR OUR SUBSIDIARIES, AFFILIATES, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS WEBSITE OR ANY WEBSITE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS**

## **WEBSITE OR ANY OTHER WEBSITE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.**

We may also provide as part of this website a feature that allows visitors to the website to submit messages or information to us for consideration by us to be posted in a community information area of the website. We reserve the right, in our sole discretion and for any reason or no reason, to refuse to post on the website any and all messages or information submitted to us through this website, and we will not be liable or responsible to any person or entity for any decision by us not to post any submitted messages or information or for any messages or information that are posted on the website. We will not return to anyone any messages or information submitted to us to be considered for posting on the website, and all who submit messages or information to us grant to us an unlimited, worldwide, perpetual, irrevocable and royalty-free license to edit, copy, reproduce, publish, display, transfer, disseminate, delete, destroy and otherwise use or not use, as deemed fit or desirable by us in our sole discretion, all messages or information submitted to us.

We cannot and do not assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions or information by you, including any losses or delays arising out of the use of any Internet service provider or caused by any browser software.

### **Virus Protection**

You agree that we are not responsible for any electronic virus that you may encounter using our website. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect or remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

### **Links to Other Websites**

This website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement or sponsorship by us of the content, products or services on such third-party websites. We are not responsible for the content of linked third party websites, and we do not make any representations regarding the content or accuracy of materials on such third party websites. You agree that we are not responsible for any losses or damages sustained by you as a result of your use of such third party websites. Third party websites may treat your confidential and personal information differently from the treatment provided by us. If you decide to access linked third party websites, you will no longer be protected by these Terms and Conditions of Use or by our Privacy Policy (accessible at [www.rfbkonline.com](http://www.rfbkonline.com)). If you decide to access linked third-party websites, you do so at your own risk.

### **Indemnity**

You agree to defend, indemnify and hold us harmless and our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, relating to or resulting from, or alleged to relate to or result from, your breach of these Terms and Conditions of Use or your use of this website or products or services provided to you by us.

**Availability to U.S. Residents**

We make no claims that this website or the products and services available through this website are appropriate or may be downloaded or accessed outside of the United States. Access to this website and the products and services available through this website may not be legal by certain persons or in certain countries. If you access this website from outside of the United States, you are solely responsible for compliance with the laws of your jurisdiction.

**Governing Law**

Unless otherwise provided, these Terms and Conditions of Use are governed by the laws of the State of Delaware, without respect to its conflict of laws principles.

**Severability**

If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect.

**No Waiver**

No waiver of any provision of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such provision or any other provision.

**Access to Password Protected/Secure Areas**

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the website may be subject to civil and criminal liability.

**Changes to Terms and Conditions of Use**

We may revise these Terms and Conditions of Use from time to time and post them on this website without prior notice to you, and your use of this website after a revision to these Terms and Conditions of Use shall constitute your acknowledgment of and agreement to be bound by the revision to these Terms and Conditions of Use. You should visit this page periodically to review these Terms and Conditions of Use.