

## Terms and Conditions

**1. Service; Registration.** The Northwest Email Encryption service (the “Service”) allows Northwest Bank (“Northwest” “we”, “us” and variants thereof) and you, as our customer, to exchange secured email communications. The Service is provided to you for no charge. However, before you can use the Service, you must register and create an account and accept these Terms and Conditions. If this is the first-time you have received a password protected message from us, you will be asked to register with the Service before you can read that message and before you can exchange any other messages using the Service. We may suspend or terminate your right to use the Service at any time and without prior notice.

### **2. Use of the Service.**

- a. Your use of the Service is voluntary and personal and is subject to all applicable laws and regulations and these Terms and Conditions.
- b. Any message you receive from us through the Service contains an encrypted email which is password protected. The encrypted email is intended solely for your use and only intended to be opened by you, assuming you have a registered account and you log into that account. You may not share your login credentials or messages you receive from us with any third-party and we will have no responsibility or liability to you if you do. If you believe a third-party is accessing your account, you must notify us immediately.
- c. You will not use the Service to send any information that is unrelated to your business relationship with us, including any information that: (i) inhibits any other user from using the Services or that contains a virus or other harmful component(s);
- d. (ii) violates any laws; (iii) violates or infringes any rights of third parties; (iv) violates these Terms and Conditions; or (v) imposes an unreasonable or disproportionately large load on the Services or otherwise interferes with the operation of the Services.
- e. You also will not use or try to use the Service for any unlawful purpose or activity including, without limitation (i) chain letters, junk mail, spamming or similar activities; (ii) “spoofing,” (which means to disguise your online identity when sending e-mails or posting messages to the Service or impersonating us or our personnel,
- f. another user); (iii) using or possessing programs to hack passwords or other security tools, or (iv) attempting to circumvent established security measures.

**3. Privacy Policy.** Except as required by law and except as set forth in our privacy policy, <https://www.northwest.com/privacy-policy>, We do not have to keep confidential any information that you transmit using the Services.

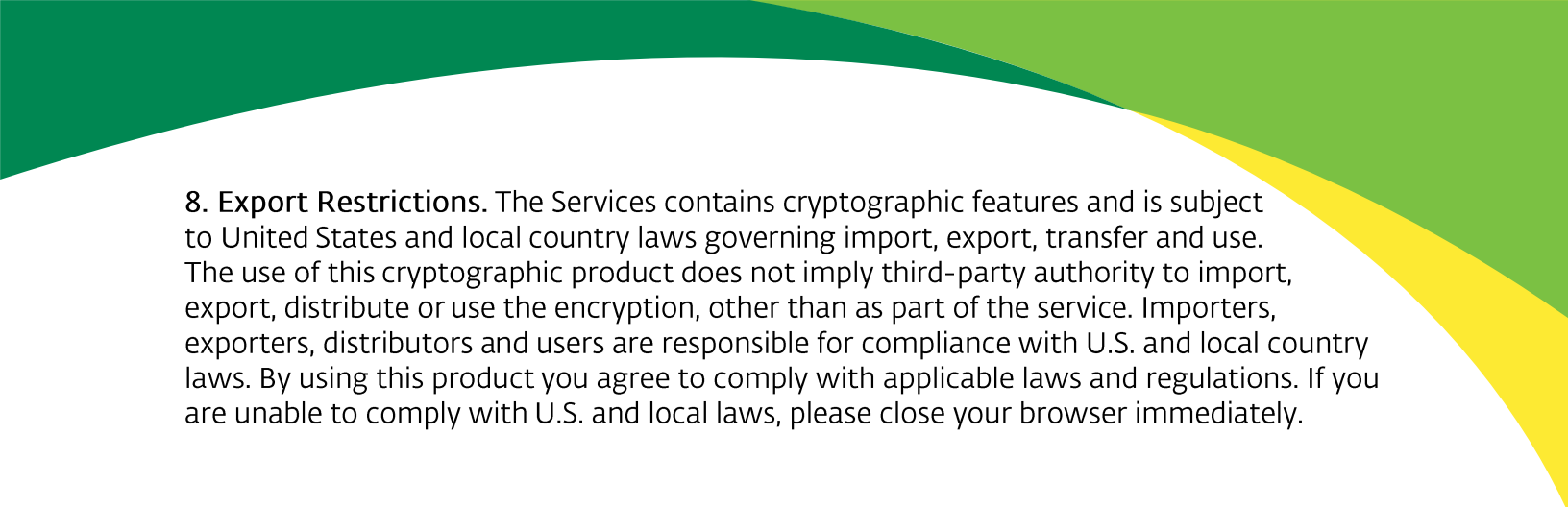
**4. Certain Limitations.** As with any encrypted communication, the protection provided by encryption is not perfect, and may be potentially compromised. In addition, we rely on technology we license from third-parties to encrypt messages. That technology is designed to review messages prior to them being sent and to encrypt those messages that contain sensitive data (e.g. PII). However, we cannot guaranty that this technology will identify all messages containing sensitive data or will encrypt all messages that it identifies as containing sensitive data. We cannot also guaranty the effectiveness of the encryption technology we license from third-parties and cannot guaranty that someone may not be able to break any encryption and access a message transmitted using the Services.

FOR THAT REASON, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**5. NO CONSEQUENTIAL DAMAGES; LIMITATIONS.** YOU AGREE THAT WE AND OUR AFFILIATES, AND ANY OF OUR COLLECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, EVEN IF WE ARE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER FORCE MAJEURE. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES. OUR DAMAGES TO YOU IN CONNECTION WITH THE SERVICES WILL BE LIMITED TO \$100.

**6. Laws.** These Terms and Conditions are governed by Pennsylvania law, excluding its conflict of law provisions. Our failure to exercise or enforce any right or provision of the Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. You will not litigate any claims against us or our affiliates on a class action or representative party basis and that you shall pursue such claims solely on an individual basis. Any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

**7. Entire Agreement.** These Terms and Conditions, including any other policies or terms referenced herein, shall, as the same are amended from time to time, constitute the entire agreement that governs your use of the Services and supersedes any prior agreements between you and us with respect to the subject matter of these Terms and Conditions. We may modify or add to these Terms and Conditions at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Service by notifying you in another manner, such as e-mail, so that they are accessible via a link on the home page, and that your use of a Services after we have posted or notified you of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and Conditions before using the Services. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Services from that point forward. By using the Services, you agree to the Terms and Conditions and any modifications thereto.



**8. Export Restrictions.** The Services contains cryptographic features and is subject to United States and local country laws governing import, export, transfer and use. The use of this cryptographic product does not imply third-party authority to import, export, distribute or use the encryption, other than as part of the service. Importers, exporters, distributors and users are responsible for compliance with U.S. and local country laws. By using this product you agree to comply with applicable laws and regulations. If you are unable to comply with U.S. and local laws, please close your browser immediately.