

**New City Bank, Inc.**  
**Online Terms and Conditions**

Your access to <http://www.newcitybankchicago.com>, or any other sites associated with New City Bank, is subject to the following Terms and Conditions - which may be updated by us from time to time without notice to you. By accessing or using this Web site, you agree that you have read, understand, and agree to be bound to these Terms and Conditions, as they may be amended from time to time, as well as to the terms of our [Privacy Policy](#), which is hereby incorporated into these Terms and Conditions. You are responsible for periodically reviewing these Terms and Conditions for applicable changes. Your use of this Web site after posting by us of any changes to these Terms and Conditions constitutes your acceptance to those changes. If you disagree with these Terms and Conditions (as they may be amended from time to time), or are dissatisfied with this Web site, your sole and exclusive remedy is to discontinue using this site.

**DISCLAIMERS**

You acknowledge and agree that:

- a. Although we strive to provide on this Web site the latest developments relating to our products and services, and other information about our company, we do not warrant the accuracy, effectiveness and suitability of any information contained in this Web site. Each person assumes full responsibility and all risks arising from use of this Internet site. The information is presented "AS IS" and may include technical inaccuracies or typographical errors. New City Bank reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification.
  
- b. NEW CITY BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE INFORMATION OR CONTENT POSTED ON THIS WEB SITE. NEW CITY BANK HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. IN NO EVENT SHALL NEW

CITY BANK BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL (INCLUDING LOSS OF PROFIT) CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE EXISTENCE OR USE OF THIS INTERNET SITE AND/OR THE INFORMATION OR CONTENT POSTED ON THIS WEB SITE, REGARDLESS OF WHETHER NEW CITY BANK HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

- c. New City Bank is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party sites. Except as otherwise provided on this Web site, New City Bank will not edit, censor or otherwise control any content provided by third parties on any bulletin board, chat room or other similar forums posted on its Web site. Such information should, therefore, be considered as suspect and is not endorsed by New City Bank.
- d. This Web site may contain forward-looking statements that reflect New City Bank's current expectation regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors including, but not limited to, the success of current research programs, results of pending or future clinical trials, ongoing commercialization of its products, regulatory approvals of pharmaceuticals, validity and enforcement of its patents, the stability of its commercial relationships, and the general economic conditions. New City Bank intends to update this site on a regular basis but assumes no obligation to update any of the content.

#### **YOUR USE**

You understand, acknowledge, and agree to the following:

- a. By using this Web site, you agree not to disrupt or intercept our electronic information posted on this Web site or on any of our servers. You also agree not to attempt to circumvent any security features of our Web site, and to abide by all applicable, local, state, federal and international laws, rules and regulations.
- b. You grant to New City Bank the right to use all content you upload or otherwise transmit to this Web site, subject to these Terms and Conditions and New City Bank's [Privacy Policy](#) in any manner New City Bank

- chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.
- c. Except as expressly stated and agreed upon in advance by New City Bank , no confidential relationship shall be established in the event that any user of this Internet site should make any oral, written or electronic communication to New City Bank (such as feedback, questions, comments, suggestions, ideas, etc.). If any New City Bank Web site requires or requests that such information be provided, and that such information contains personal identifying information (e.g., name, address, phone number), New City Bank shall obtain, use and maintain it in a manner consistent with our [Privacy Policy](#). Otherwise, such communication and any information submitted therewith shall be considered non-confidential, and New City Bank shall be free to reproduce, publish or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to New City Bank is fully responsible for its content, including its truthfulness and accuracy and its non-infringement of any other person's proprietary or privacy rights.

## **INTELLECTUAL PROPERTY**

The information, documents, and related graphics published in this Internet Web site (the "Information") are the sole property of New City Bank , except for information provided by third-party providers under contract to New City Bank, its subsidiaries or affiliates. Permission to use the Information is granted, provided that (1) the above copyright notice appears on all copies; (2) use of the Information is for informational and non-commercial or personal use only; (3) the Information is not modified in any way; and (4) no graphics available from this Internet site are used separate from accompanying text. New City Bank is not responsible for content provided by third-party providers, and you are prohibited from distribution of such material without permission of the owner of the copyright therein. Except as permitted above, no license or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of New City Bank.

All product names appearing in italics are trademarks owned by or licensed to New City Bank, its subsidiaries or affiliates. No use of any New City Bank trademark, trade names, trade dress and products in this Internet site may be made without the prior written authorization of New City Bank, except to identify the product or

services of the company.

### **PRIVACY AND SECURITY**

New City Bank is committed to safeguarding your privacy online. We understand the importance of privacy to our customers and visitors to our Web site. Our use of personally identifiable information is governed by our [Privacy Policy](#) and by accessing and using our Web site, you agree to be bound by that policy.

You recognize and agree that when submitting your personally identifiable information to newcitybankchicago.com, while New City Bank has safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. IN THE UNLIKELY EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS DESPITE OUR EFFORTS, NEW CITY BANK SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTIONS OR UNAUTHORIZED ACCESS, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUFFERED BY A CUSTOMER OR USER, EVEN IF NEW CITY BANK HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEW CITY BANK DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE INFORMATION PROVIDED BY ANY CUSTOMER SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS, AND DOES NOT PROVIDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH CUSTOMER IS RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF HIS OR HER OWN PASSWORD.

### **LIMITATION OF LIABILITY**

New City Bank does not assume any liability for the materials, information and opinions provided on, posted to, or otherwise available through, this Web site. Reliance on these materials, information and opinions is solely at your own risk. New City Bank disclaims any liability for injury or damages resulting from the use of this Web site, or the content contained thereon.

THIS NEW CITY BANK WEB SITE, THE SITE CONTENT, AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH THIS WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. IN NO EVENT SHALL NEW CITY BANK, OR ITS

SUBSIDIARIES, AFFILIATES, VENDORS, OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AGENTS (HEREINAFTER "NEW CITY BANK PARTIES") BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THIS WEB SITE, THE SITE CONTENT, ANY SERVICES PROVIDED ON OR THROUGH THIS WEB SITE OR ANY LINKED SITE, INCLUDING ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THIS WEB SITE OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY NEW CITY BANK AND WHETHER OR NOT NEW CITY BANK HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Some states do not allow the limitation of liability, so this provision may not apply to you.

## **DANGERS OF SPYWARE**

SPYWARE REFERS TO SOFTWARE THAT COLLECTS INFORMATION ABOUT A PERSON OR ORGANIZATION WITHOUT THEIR KNOWLEDGE OR INFORMED CONSENT AND REPORTS BACK TO A THIRD PARTY. SPYWARE MAY BE USED TO CONDUCT IDENTITY THEFT. AT NEW CITY BANK, WE VALUE OUR CUSTOMER'S FINANCIAL PRIVACY AND NON-PUBLIC INFORMATION. WE HAVE TAKEN MEASURES TO PROTECT OUR SYSTEMS AGAINST SPYWARE BY INSTALLING SPYWARE PROTECTION TO OUR SERVERS.

WE ENCOURAGE OUR CUSTOMERS TO TAKE ALL NECESSARY PRECAUTIONS TO PREVENT AND DETECT SPYWARE ON THEIR PERSONAL COMPUTERS. IN ADDITION, BEWARE OF THE INCREASED RISK WHEN USING PUBLIC COMPUTERS-SUCH AS IN HOTELS, LIBRARIES OR INTERNET CAFES-TO CONNECT TO ONLINE BANKING WEBSITES BECAUSE OF THE UNCERTAINTY OF WHAT SPYWARE MAY BE INSTALLED ON PUBLIC EQUIPMENT.

**PLEASE BE AWARE THAT ADDITIONAL LEGAL NOTICES, DISCLAIMERS, AND OTHER TERMS AND CONDITIONS MAY APPLY TO THIS AND OTHER WEB SITES OWNED OR OPERATED BY NEW CITY BANK, ITS SUBSIDIARIES OR AFFILIATES.**

**GENERAL**

You agree that these Terms and Conditions describes the entire agreement between us with respect to its subject matter. New City Bank.com was created and is operated under the laws of the State of Illinois. The laws of the State of Illinois will control the terms and conditions provided in these Terms and Conditions, without giving effect to any principles of conflict of laws. If a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid or unenforceable, you agree that the other provisions of these Terms and Conditions will remain in full force and effect. You agree that regardless of any applicable law to the contrary, you cannot file a claim or cause of action arising out of or related to New City Bank.com or these Terms and Conditions more than one (1) year after such claim or cause of action arose.

Copyright © New City Bank, 2004