

## SECURE EMAIL - ACCEPTABLE USE POLICY

The purpose of the Acceptable Use Policy is to ensure that Tri Counties Bank's ("Bank") Secure Email Service ("Service") is used in an appropriate manner for delivering secure, business-related emails to the Bank. In order to use the Service, you must read, understand and agree to abide by this Policy.

WE MAY REVISE, AMEND OR RESTATE THIS POLICY AS REQUIRED BY INCLUDING A NEW VERSION IN AN ATTACHED, SECURE EMAIL. A REVISED OR AMENDED POLICY IS EFFECTIVE IMMEDIATELY UPON RECEIPT. ACCORDINGLY, CUSTOMERS AND USERS SHOULD REGULARLY REVIEW THE POLICY TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSIONS.

- A. Customers must use the Service in a manner that is ethical and in conformance with prevailing business standards. Tri Counties Bank shall have the sole and non-reviewable right to determine whether a Customer's use violates this standard.
- B. Customers are responsible for protecting their user name and password credentials. This includes at minimum, adhering to the password policies established within the Secure Email service, changing the password every 90 days or earlier if the password is deemed compromised or known to anyone except the Customer.
- C. Customers shall not offer or make the Service available to other users, locations or tenants. Customers are specifically prohibited from permitting other users and/or locations to access the Bank's Secure Email service, whether through wireless or other means. Without limiting the generality of the foregoing, and except as otherwise specifically provided in a written agreement between Customer and the Bank, the Service is for commercial purposes between the Bank and its Customer, and Customer agrees not to use the Service for other purposes.
- D. Customers must use the Service in a manner that respects the integrity of our system and all components thereof. Customers will not use or allow others to use the Service to disrupt our network or equipment, or equipment owned by other Bank customers. For example, Customers agree not to: (i) use or allow others to use the Service to disrupt other Internet Service Providers' service, including but not limited to by e-mail bombing or the use of mass mailing programs; (ii) access or attempt to access other users' systems; (iii) disrupt others' use of the network; (iv) damage or change our or other users' computer hardware or software in any way, whether directly or indirectly.
- E. Customers shall not use the Service, directly or indirectly, for any unlawful purpose. Customers shall not post, store, disseminate or transmit through the Service any information, data or material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright, trademark or other intellectual property rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, or in the circumstances would be obscene, pornographic or indecent, constitutes hate speech or is otherwise objectionable, offensive, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate (regardless of whether this material or its dissemination is unlawful), or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Tri Counties Bank shall have the sole and unreviewable right to determine whether content violates these standards.
- F. Customers may not use the Service for spamming. This includes but is not limited to the following activities:
  - Sending bulk unsolicited messages
  - Sending e-mails which provoke complaints from the recipients
  - Sending junk email
  - Using distribution lists that include people who have not given their permission to be included in such a process
  - Sending excessive and repeated off-topic messages to newsgroups
  - Sending excessive and repeated cross-postings
  - Harassing other Service users including but not limited to transmitting any threatening, libelous or obscene materials.
  - Posting or transmitting charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes or contests, or any other duplicative or unsolicited messages (commercial or otherwise).
- G. Posting or transmitting through the Service any material that constitutes or contains advertising or any solicitation with respect to products or service.
- H. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited.

- I. Customers will not use, nor allow others to use, the Service to intentionally transmit computer "viruses," worms, "Trojan horses" or other harmful software programs and Customer will use Customer's best efforts to prevent the unintentional transmission of such viruses or other harmful software.
- J. Customers will not impersonate another user; falsify one's user name, or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customers will not forge any message header of any electronic transmission, originating or passing through the Service, or perform any other similar fraudulent activity.
- K. Customers must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, Customers shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof.
- L. Except as expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of the Bank and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made.
- M. Customers will not access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any account. This includes, but is not limited to, accessing data not intended for the Customer, logging into or making use of an account the Customer is not expressly authorized to access, or probing the security of other accounts.
- N. Customers shall immediately report to the Bank any known or suspected breach of their computer or computer system, software, or data, by contacting the Bank by telephone: 1-800-922-8742.
- O. Customers will not use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning, for any reason, is strictly prohibited.
- P. Customers will not restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Service or any Bank host, server, backbone network, node or service, or otherwise cause performance degradation to any Bank facilities used to deliver the Service.
- Q. Customers will not distribute programs that remove locks or time-outs built into software (cracks).
- R. Customers will not initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme.
- S. Customers will not participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity.
- T. Customers will not collect responses from unsolicited messages.
- U. Customers will not collect, or attempt to collect, personal information about third parties without their consent.
- V. Customers will not interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.
- W. Customers are fully responsible for their account and responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to Customer's account. Customers are solely responsible for the security of any device they chooses to connect to the Service, including any data stored or shared on that device.
- X. Customers are solely responsible for any information or content that they or others publish or store at the Bank. We reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful.