

MasterCard SecureCode Terms of Service

As of May 1, 2006

These Terms of Service (“TOS”) relate solely to the *MasterCard SecureCode* service (“*MasterCard SecureCode*”) from Cole Taylor Bank (“CTB”) and supplement and are incorporated into the cardholder agreement between you and CTB governing the card transactions for which *MasterCard SecureCode* is used (the “Cardholder Agreement”). In addition to these TOS, *MasterCard SecureCode* also is subject to the Cardholder Agreement. In this TOS, “we,” “us,” or “our” refers to CTB, and “you,” “your,” or “yours” refers to the user of *MasterCard SecureCode*.

A. DESCRIPTION OF MASTERCARD SECURECODE AND ACCEPTANCE OF TERMS

- 1) *MasterCard SecureCode* provides you with a way of increasing security in online and other transactions for which *MasterCard SecureCode* is used by reducing the chances of fraud for those transactions. Registering for *MasterCard SecureCode* involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which *MasterCard SecureCode* is used, as discussed in more detail in Section C below. *MasterCard SecureCode* also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data (as defined in Section B(2) below) and other personal information is not shared with the merchant, as discussed in more detail in CTB’s Privacy Disclosure.
- 2) *MasterCard SecureCode* provides its service to you, subject to these TOS and the Cardholder Agreement. The TOS may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at <http://www.coletaylor.com/AboutCTB/sitemap.htm>. In addition, when using *MasterCard SecureCode*, you shall be subject to any posted guidelines or rules applicable to *MasterCard SecureCode* that may be posted from time to time at the same web site.
- 3) You agree that creation of a *MasterCard SecureCode* account password, and/or use of *MasterCard SecureCode*, will represent your acceptance of this TOS and that continued use of *MasterCard SecureCode* after you have been advised of revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- 4) Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change *MasterCard SecureCode* shall be subject to this TOS.
- 5) CTB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, *MasterCard SecureCode* (or any part thereof) with or without notice.
- 6) Upon our request, you agree to sign a non-electronic version of this TOS.

B. YOUR REGISTRATION OBLIGATIONS

1. By signing up for *MasterCard SecureCode*, you authorize us to retain certain information about you, your credit cards and debit cards. You authorize us to obtain from certain third parties selected by us, including consumer credit bureaus and other consumer reporting agencies, information about you, your credit cards and debit cards, to use in connection with *MasterCard SecureCode*. You authorize us to use and retain this information in accordance with our Privacy Disclosure. Your information will be associated with a unique identifier for you (your credit card or debit card number and your name).
2. You agree to:
 - a.) Provide true, accurate, current and complete information about yourself as prompted by MasterCard SecureCode’s registration form (“Registration Data”), and
 - b.) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of *MasterCard SecureCode*.

C. REGISTRATION AND AUTHENTICATION

- 1) In order to use *MasterCard SecureCode*, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of or an authorized user of the specified credit card(s) or debit card(s). The information that you provide may be validated against information we already have on file that is associated with you, your credit card(s) or debit card(s), information we receive from one or more third parties, or information maintained by a third party.

- 2) If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for *MasterCard SecureCode*. You warrant that the information is correct and that you have the legal right to use all of the credit cards and debit cards that you register for *MasterCard SecureCode*.
- 3) If you do not successfully register for *MasterCard SecureCode*, the merchant may not accept your MasterCard credit card or debit card in payment for an e-commerce or other transaction subject to *MasterCard SecureCode*.
- 4) In order to use *MasterCard SecureCode*, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
- 5) In the event you have a question regarding the *MasterCard SecureCode* registration process or a transaction using *MasterCard SecureCode*, you should direct that question to our customer service department.
- 6) During registration in *MasterCard SecureCode*, you may be asked to select or may be provided a password and hint-and-response question and answer. When engaging in an online transaction or other transaction for which *MasterCard SecureCode* is used, you may be asked for your *MasterCard SecureCode* password or hint response before the merchant accepts your MasterCard card in payment for the transaction. If you are unable to provide your *MasterCard SecureCode* password or hint response, or if the authentication through *MasterCard SecureCode* otherwise fails, the merchant may not accept your MasterCard credit card or debit card in payment for that transaction.
- 7) By registering in *MasterCard SecureCode*, you assent to the use of *MasterCard SecureCode* to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

D. YOUR CONDUCT

You agree not to:

- 1) Impersonate any person or entity using *MasterCard SecureCode*;
- 2) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by *MasterCard SecureCode*;
- 3) Spam or flood the *MasterCard SecureCode* Website or service;
- 4) Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the *MasterCard SecureCode* Website or service or the software used in connection with *MasterCard SecureCode*;
- 5) Remove any copyright, trademark, or other proprietary rights notices contained in *MasterCard SecureCode*;
- 6) "Frame" or "mirror" any part of the *MasterCard SecureCode* Website or service without MasterCard's prior written authorization;
- 7) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the *MasterCard SecureCode* Website or service or its contents;
- 8) Otherwise interfere with, or disrupt, *MasterCard SecureCode* or servers or networks connected to *MasterCard SecureCode*, or violate this TOS or any requirements, procedures, policies or regulations of *MasterCard SecureCode* or of any networks connected to *MasterCard SecureCode*; or
- 9) Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by MasterCard (all of which shall constitute "Applicable Law") in connection with your use of *MasterCard SecureCode*.

E. TERMINATION

We may temporarily or permanently deactivate your ability to use *MasterCard SecureCode* and terminate your relationship with us at any time, with or without fault on your part. For your protection, we will automatically deactivate your ability to use *MasterCard SecureCode* if it is not used at least one time during any twelve (12) month period. If we deactivate your ability to use *MasterCard SecureCode*, we will promptly give you notice at the most current e-mail address you have provided to us as reflected in our records.

F. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through *MasterCard SecureCode*, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, CTB shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of *MasterCard SecureCode* does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in *MasterCard SecureCode*. For example, *MasterCard SecureCode* does not verify the identity of the merchant or the quality of the merchant's goods or services.

G. NOTICE

Notices to you may be made via either email or regular mail to any address in your Registration Data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards or debit cards issued or otherwise provided by us. You also may be notified of changes to this TOS or other matters by notices displayed on or links to notices displayed on <http://www.coletaylor.com/>.