

## GuarantyLine Access Request

You have decided to register for GuarantyLine, an Internet access tool that enables you to retrieve your current Construction and Commercial loan information and online billing statements. To begin the process, please review the Corporate Agreement, complete this form, and return the executed form to your Loan Administrator.

**This form should be completed by an Authorized Officer or Representative.**

\_\_\_\_\_  
Your Name (Duly Authorized Officer or Individual)

\_\_\_\_\_  
Company Name and Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Company Fax Number

\_\_\_\_\_  
Chosen Company PassCode

Please choose a PassCode comprised of letters and/or numbers. Please provide the PassCode to the persons listed below. When the persons listed below register for GuarantyLine, we will use the PassCode to verify their identity. Once registration is complete, Users will utilize their chosen password, rather than the PassCode, to access GuarantyLine. You are responsible for safekeeping the PassCode. For security reasons, we encourage you to contact your Loan Administrator and change the PassCode when employees terminate.

\_\_\_\_\_  
Name of Individual Authorized to Access GuarantyLine  
(Please include your name if you would like access)

\_\_\_\_\_  
Individual's Corporate Email Address

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By signing below, you represent that you:

- are the duly elected or authorized officer or representative of the above-referenced Company and have authority to make this request for GuarantyLine access on all commercial loans held by the Company, its subsidiaries and affiliates,
- request and authorize Guaranty Bank to establish GuarantyLine access to the individuals listed above, and agree to be wholly responsible for all actions of such individuals in relation to GuarantyLine,
- agree, on behalf of the Company, to the GuarantyLine Corporate Agreement (below),
- agree to notify Guaranty Bank immediately if you believe that GuarantyLine access to any authorized individual should be cancelled due to termination of employment or any other reason, and
- agree to notify Guaranty Bank immediately if you believe the Corporate PassCode has become known to or used by an unauthorized person, or if you wish to change the PassCode for any reason.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# GUARANTYLINE CORPORATE AGREEMENT

## 1. Acceptance of Terms.

All references to "You" and "Your" mean the Company stated above. All references to "User" mean the individual(s) authorized by the Company to access GuarantyLine. This Agreement may be updated from time to time and Guaranty Bank ("Guaranty") will notify you of any new or different terms. Thereafter, continued use of GuarantyLine will constitute acceptance of the changes and your agreement to be bound by this Agreement, as amended. If you do not agree to the changes, your access to GuarantyLine will be terminated. Use of GuarantyLine may be also governed by other agreement(s) you may have with Guaranty, including the Guaranty website's Terms of Use, which may be accessed at <http://www.bank.guarantygroup.com>.

## 2. Requirements for GuarantyLine Access.

In order to access GuarantyLine, you must currently maintain a Construction Lending and/or Commercial Lending account with Guaranty. The duly authorized officers or representatives of the account (collectively referred to herein as "Authorized Representative") must authorize access to GuarantyLine. To utilize GuarantyLine, each User must complete the registration process and Guaranty must validate the request. Once registered, the User must enter a chosen User ID and password and otherwise satisfy the system's security procedures. Users may access GuarantyLine using a personal computer with access to Guaranty's web site on the Internet. Users are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access GuarantyLine. Users agree to provide true, accurate, current and complete information about themselves, as requested in the registration form and agree to keep such information up to date and accurate.

## 3. Email Account.

Each User must maintain a valid corporate email account to which we can send certain information, and the User must update us promptly with any changes to his/her email address. Users may change their email address online. When a User changes his/her email address, we will send a notification to both the User's old and new email address confirming the change. If the User receives such a notification and has not changed the email address, the User must notify us immediately.

## 4. Access.

Each individual requesting access must separately complete the registration process and agree to the posted Terms and Conditions. Upon receipt and validation of each acceptable and completed registration form, separate confirmations of registration and account activation will be sent via email to the User. GuarantyLine access will be activated approximately two (2) business days after receipt of a completed registration form.

## 5. General Description of GuarantyLine Service.

GuarantyLine enables Users to view certain account information on Construction Lending and Commercial Lending accounts as it exists at the close of the previous business day. The loan information transmitted over the Internet is refreshed every business day between 6 a.m. and 8 a.m. CT. Please note however, that interest balances are projected to the next business day.

As part of GuarantyLine, Users will be sent an email notification when a billing statement becomes available. This notification will include a link that allows Users to log in to [guarantygroup.com](http://guarantygroup.com). **You understand that your obligation to make a timely and accurate payment, including accrued interest, on your account(s) is not excused in the event that the User does not receive email notification. You understand that GuarantyLine may not reflect recent transactions, and that your obligation for payments and all accrued interest is based solely on the information contained in Guaranty's official records, regardless of what is stated on GuarantyLine. It is your responsibility, and the responsibility of the User, to verify with Guaranty that you are using current data and are submitting proper payment.**

Using GuarantyLine, Users can access Construction Lending and Commercial Lending accounts and review detailed information including:

- ❖ Billing statements
- ❖ Current loan information

Account information provided is for inquiry purposes only, and Users are expressly prohibited from altering the information or data for any reason.

## 6. Fees.

Guaranty is pleased to offer GuarantyLine as an additional free benefit of our account relationship. Guaranty reserves the right to impose fees and charges at a later time, but will notify you if there is ever a charge for GuarantyLine. We will provide you notice in accordance with applicable laws or regulations.

## 7. Service, Changes and Discontinuation.

Users may use GuarantyLine any time, day or night, 7 days a week. However, GuarantyLine may be temporarily unavailable between 6 a.m. and 8 a.m. CT due to record updating or at any time due to technical difficulties.

Guaranty reserves the right to change or discontinue, temporarily or permanently, GuarantyLine, or access to GuarantyLine at any time without notice. Guaranty reserves the right to deny GuarantyLine access to anyone. Guaranty will not be liable to you, any User or any third party for any modification, discontinuance or denial of GuarantyLine.

## 8. Security.

You represent that you have considered the security procedures of GuarantyLine and find that the security procedures are commercially reasonable. If GuarantyLine security procedures are not, in your judgment, commercially reasonable, you agree to discontinue use by all Users of GuarantyLine.

## **9. Passwords.**

For security purposes, each User will be required to select a password when he/she registers for GuarantyLine. The User password is confidential and should not be disclosed to any one else. Each User is responsible for the safekeeping of his/her password. Users agree not to disclose or otherwise make available their password to anyone else. You, and each User, are fully responsible for all activities that occur using User passwords.

Users may change their password at any time within the GuarantyLine system and, **for security reasons, Users will be required to change their password at least once every ninety (90) days to maintain access to the system.** Users will be prompted to change their password when they login during the five (5) day period prior to expiration. Failure to change the password at least once every ninety (90) days will result in automatic lockout, and Users will be required to change their password online before they may re-access the system. When a User changes his/her password, we will send an email notification confirming the change to the email address the User provided us. If a User receives such a notification and has not changed his/her password, the User must notify us immediately.

## **10. Liability for Unauthorized Use or Access.**

**You and each User agree to notify Guaranty immediately if you believe that a password has become known to an unauthorized person, or if you believe that any unauthorized use of a password or other breach of security has occurred.** Guaranty will not be liable for any loss, claim or damage that you may incur as a result of someone else using a password or account, either with or without your knowledge. A User may not use another user's password at any time to access GuarantyLine.

**Guaranty is not responsible and assumes no liability for unauthorized access to the account information transmitted over the Internet.**

## **11. Deactivation for Non-Use.**

For security reasons, Guaranty has the right to deactivate GuarantyLine access if a User fails to access GuarantyLine for a period of ninety (90) days. To reactivate an account, the User must contact his/her Loan Administrator. In addition, if a User fails to access GuarantyLine for a period of 125 days, Guaranty will automatically delete the User's GuarantyLine registration and the User will be required to re-register if he/she wishes to access GuarantyLine. Neither you nor the User will be sent any notice of deactivation or deletion.

## **12. Cancellation.**

You or any User may cancel GuarantyLine access at any time by sending a request for cancellation to your Loan Administrator. Guaranty may cancel your access or access by any User, to GuarantyLine for any reason, at any time. Guaranty will attempt to notify you and/or the affected User in advance of such cancellation, but is not obligated to do so.

## **13. Errors or Questions.**

If you or any User thinks your account information is incorrect, or you or any User need more information about a transaction, contact your Loan Administrator.

## **14. Privacy.**

We respect your privacy. The complete terms of the Privacy Policy governing GuarantyLine are incorporated into and made a part of this agreement. You can view the Privacy Policy by clicking on the Privacy link located online at <http://www.bank.guarantygroupp.com>. Please note, however, that any and all of your GuarantyLine activity is subject to monitoring for performance and security purposes, and that your use of the GuarantyLine system is an implicit acceptance of monitoring.

## **15. DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF GUARANTYLINE IS AT YOUR SOLE RISK. GUARANTYLINE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT (i) ACCOUNT INFORMATION WILL BE ACCURATE OR RELIABLE, (ii) GUARANTYLINE WILL MEET YOUR EXPECTATIONS, (iii) GUARANTYLINE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iv) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL VIEWED, PRINTED, COPIED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GUARANTYLINE IS AT YOUR OWN DISCRETION AND RISK AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM GUARANTYLINE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

**16. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GUARANTYLINE; (ii) UNAUTHORIZED ACCESS TO YOUR ACCOUNT INFORMATION; OR (iii) ANY OTHER MATTER RELATING TO GUARANTYLINE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

**17. Indemnification.** Except when caused by Guaranty's intentional misconduct or negligence, you agree to protect and fully compensate Guaranty and its affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of GuarantyLine, your violation of this Agreement or the access by any other party of your account.