

FIRST MERCHANTS BANK WEBSITE TERMS OF USE

(Revised May 2016)

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2. **Use of Information.**

a. **By User:**

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b. **By First Merchants Bank:**

First Merchants will only use information you provide for lawful business purposes. First Merchants will treat as confidential and not use, collect or retain any personal or proprietary information you provide via the Website unless First Merchants has a legitimate business purpose, or is required by law or regulation, to do so. The First Merchants Privacy Notice provides more information on the protection of your account and certain other information.

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3. User Conduct:

You agree to implement appropriate security, including without limitation, network and local firewalls, up-to-date virus protection and security patches for any operating system and application software you use in your computer systems and user identification and password controls to safeguard the internal control and confidentiality of forms, access methods, codes, data, user IDs, and passwords that First Merchants may establish from time to time. You agree that all such forms, access methods, codes, data, user IDs, and passwords are commercially reasonable security measures to prevent unauthorized use of the Website and services, and you will keep these secured and confidential.

You agree not to take any action that: interferes with the proper working of the Website, imposes an unreasonable or disproportionately large load on the Website's infrastructure, might compromise the security of the Website, renders the Website or any service inaccessible to others, or otherwise causes damage to the Website or its content.

You agree that you will not use the Website or any information or services related thereto for any unlawful purpose, including, but not limited to, unauthorized entry into First Merchants' systems, misuse of passwords, or misuse of any information posted on the Website. First Merchants, in its sole discretion, shall determine whether any use violates this provision.

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