

Boston Trust Walden Client Portal

Terms and Conditions

BY LOGGING ON TO THIS BOSTON TRUST WALDEN CLIENT PORTAL (the "BTW PORTAL") AND CLICKING THE "LOGIN" BUTTON, YOU, AS A CUSTOMER OR A PERSON AUTHORIZED BY A CUSTOMER TO RECEIVE ACCOUNT INFORMATION, ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTAND, AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND USEAGE IS GOVERNED BY THE TERMS AND CONDITIONS.

1. INTRODUCTION

The BTW Portal is a private internet website offered by Boston Trust Walden Company, and its affiliate, Boston Trust Walden, Inc. (collectively "BTW", "we" or "our") to our customers and the authorized representatives of our customers, (collectively referred to hereafter as "Customers" or "you"). The BTW Portal provides Customers with information about their accounts, as well as important disclosures. Customers with any questions regarding their account or information accessed through the portal should contact their client service representative at BTW.

2. TERMS AND CONDITIONS

This document describes the terms and conditions under which we will provide Customers with access to the BTW Portal. Your use of the BTW Portal shall be governed by, and subject to, these Terms and Conditions. Initial use of BTW Portal constitutes an acceptance of these Terms and Conditions. These Terms and Conditions may be updated from time-to-time by BTW. You agree to be bound by the Terms and Conditions in effect at the time of logging on to the BTW Portal.

3. INFORMATION ACCESS AND AVAILABILITY

You acknowledge that data accessed through the BTW Portal is unaudited and that BTW reserves the right, without notice, to adjust information posted to any account upon later review and/or reconciliation of such information. BTW shall not be responsible or liable for any failure or delay in updating information posted to the BTW Portal, including, without limitation, loss or malfunctions of utility, transportation, computer (hardware or software) or communication service. You acknowledge that data used to price account securities has been received from third party sources, or provided by the Customer, and the accuracy, currency, and completeness of such information is in no way guaranteed or warranted by either BTW or any information source used by BTW or its agents.

4. LIMITATION OF LIABILITY

BTW shall have no obligation to inquire into the authorization of any website inquiry, electronic communication, transaction input, or distribution input, nor shall it be liable for acting upon any unauthorized transmission communicated to BTW via use of logon credential issued to Customer. You agree to protect, indemnify, and hold harmless BTW for any claim, loss or liability arising out of your use of the BTW Portal, except for claims, losses or liabilities arising directly from BTW's gross negligence or willful misconduct. IN NO INSTANCE SHALL BTW BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERM

These Terms and Conditions are effective upon initial use of the BTW Portal and shall continue in effect until (a) termination by BTW, or (b) closing of an account accessible through the BTW Portal.

6. COPYRIGHT

The entire content of the BTW Portal is copyrighted under United States law and is protected by worldwide copyright laws and treaties. Materials from the BTW Portal may not be copied, distributed, or transmitted in any way without BTW's written permission, except that you may download, store, print, and copy the material to which you have been granted access solely for your own use; provided, however, that the downloaded materials may not be altered in any way (in particular, copyright notices may not be deleted). BTW reserves complete title and full intellectual property rights in any and all materials downloaded from the BTW Portal. BTW further reserves the right to revoke any of the foregoing privileges at any time.

8. TRADEMARK

The trademarks, logos, and service marks displayed on the BTW Portal (collectively, "Trademarks") are the registered and unregistered trademarks of BTW or third parties. Under no circumstances may Customer use, copy, imitate, alter, modify, or change these Trademarks. Nothing contained on, in, or otherwise connected with use of the BTW Portal should be construed as granting (by implication or otherwise) any license or right to use any Trademark without the express written permission of BTW or the third party, which has rights to such Trademark, as appropriate.

7. SECURITY

Due to emerging technologies and ensuing changes in security practices, BTW reserves the right to supplement or change its security practices as needed without notice. You are responsible for maintaining the security and confidentiality of all user logon IDs, passwords, and other security devices issued to or by the Customer (collectively, " Internal Security Devices"). You shall not permit unauthorized individuals to use your Internal Security Devices to access the BTW Portal. You are responsible for the actions of any individuals using your Internal Security Devices to access the BTW Portal. You shall promptly notify BTW if you have any knowledge that the security of the BTW Portal has been compromised. You agree to defend, hold harmless, and indemnify BTW against any claims, losses, damages, costs, expenses, fines, and other liabilities arising out of your failure to maintain the security and confidentiality of Internal Security Devices or arising out of the unlawful use of the BTW Portal by the Customer or any person who obtains access to the BTW Portal using the your Internal Security Devices.

8. CUSTOMER ACKNOWLEDGEMENTS / DISCLAIMERS

You acknowledge that the Internet is an unsecured and unregulated environment, and that the ability of BTW to deliver the BTW Portal is dependent on the Internet and equipment, systems, and services provided by third parties outside the control of BTW. You further acknowledge that there may be delays and failures in connection with the implementation and performance of the BTW Portal and that such delays or failures shall not result in any liability of BTW. BTW PROVIDES THE BTW PORTAL ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF THE BTW PORTAL. BTW DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE BTW PORTAL DOES NOT WARRANT THAT THE OPERATION OF THE BTW PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EACH CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE BTW PORTAL AND EXPLICITLY ACCEPTS AND ASSUMES THE RISK OF SUCH OCCURRENCES.

9. GOVERNING LAW

These Terms and Conditions and the obligations and duties of the parties under these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

10. WAIVER

The failure of a party to insist, in any one or more instances, upon the performance of any terms of these Terms and Conditions shall not be construed as a waiver of that party's right to demand proper performance or future performance of that term by the other party. The waiver by a party of any term or condition shall not constitute a waiver of any other term or condition.

11. MISCELLANEOUS

These Terms and Conditions contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreements, if any, between the parties with respect to a Customer's on-line access to the BTW Portal or account information. All representations, warranties, disclaimers, indemnities, and limitations of liability set forth in these Terms and Conditions shall survive the termination of these Terms and Conditions, whether or not you retain access to the BTW Portal. Neither BTW nor any Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms and Conditions for the BTW Portal. Copies of such Terms and Conditions, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.