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New Mexico Bank & Trust Social Media Terms of Use

Terms of Use

These terms govern our social media-based websites, accounts, pages and applications (or collectively, our "sites") that belong to, or are managed by New Mexico Bank & Trust. By accessing our sites, you agree to be bound by these terms, all applicable laws and regulations, and any other applicable policies, terms and guidelines established by New Mexico Bank & Trust, Heartland Financial USA, Inc., and any third parties that host our sites (such as Facebook, LinkedIn, or Twitter).

Use Limitations

You agree that your activities on our sites will not violate any applicable law, regulation, or terms of any existing agreements you may have with New Mexico Bank & Trust. New Mexico Bank & Trust reserves the right to moderate and delete any content at our sole discretion. Any unauthorized use of our sites or misuse of any information posted to a site is strictly prohibited.

Disclaimer

New Mexico Bank & Trust does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its sites. The information and content provided on our sites are intended for informational purposes only. New Mexico Bank & Trust is not responsible for any content posted by users, including posts made by employees or agents who are not authorized administrators of our sites. Content posted by others is not edited by New Mexico Bank & Trust and does not represent the views or positions of New Mexico Bank & Trust.

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With respect to content collected through our sites, New Mexico Bank & Trust follows the applicable privacy policies of the third-party hosts of our sites. Note that, when visiting any New Mexico Bank & Trust site, you are also subject to the terms and conditions of New Mexico Bank & Trust's Privacy Policy as well as the terms of service and privacy policies of third-party hosts, when applicable.

Indemnification

In no event shall New Mexico Bank & Trust, its affiliates or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on New Mexico Bank & Trust's sites, even if New Mexico Bank & Trust has been notified of the possibility of such damage. New Mexico Bank & Trust will not be responsible in any way for loss or damage that results from your failure to comply with these terms or other applicable guidelines, or from any

technical, human or software errors or failures found within our sites. You agree to indemnify, defend and hold harmless New Mexico Bank & Trust, its parent, subsidiaries, officers, employees and agents from any and all liability with respect to any claims from any third parties arising from your use of our sites or violation of these terms or applicable guidelines.

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New Mexico Bank & Trust has not reviewed all of the third-party sites linked to its sites and is not responsible for the contents of any such linked site. The inclusion of any third-party link does not imply endorsement by New Mexico Bank & Trust. Use of any such linked web site is at the user's own risk. You understand that when going to a third-party web site, that site is governed by the third party's privacy policy and terms of use, and the third party is solely responsible for the content and offerings presented on its website.

Modification or Termination

New Mexico Bank & Trust may modify the features, content and functionality of its sites, or terminate entirely any of its sites, at any time without prior notice or liability to you. Modification or termination of these terms will not affect, or result in the termination or modification, of any other existing agreements you may have with New Mexico Bank & Trust.

New Mexico Bank & Trust also may revise these terms of use for its sites at any time without notice. By using these sites you agree to be bound by the then-current version of these terms of use. Any modifications to these terms shall be effective as of the date posted.