

## **eSNC ACCESS AGREEMENT**

### **A. Introduction**

This agreement (Agreement) sets forth the terms for your Institution's use of our Electronic Shared National Credit System (eSNC), an electronic system for securely transmitting and accessing the SNC Data your Institution sends to us via the eSNC website.

### **B. Definitions**

1. *Access Control Features* mean the software, encryption keys, logon identifications (user IDs), access codes (such as passwords), SecurIDs and other security measures we may require you to use for access, authentication, or authorization with regard to an Electronic Connection used to access eSNC.
2. *Authorized User* means a person who is employed by an Institution and whom we have authorized to have access to eSNC.
3. *Business Days* are days other than weekends and holidays. A holiday schedule can be found at the following website: <https://www.federalreserve.gov/aboutthefed/k8.htm>
4. *Electronic Connection* means a communication facility used to exchange data between your computer(s) and our computer(s). The term includes, but is not limited to, an Internet, extranet, wireless, wide area network, or Frame Relay connection, and a connection used for access, authentication, or authorization is controlled by one or more Access Control Features.
5. *SNC Data* refers to data related to Shared National Credits.
6. "*You*" and "*your*" refers to the Institution that enters into this Agreement and which is authorized to use eSNC to transmit SNC Data to us. The Institution shall be defined to include any banking organization required to send SNC Data to us, and may also include the banking organization's directors, officers, or other employees.
7. "*We*," "*us*," and "*our*" refers to the directors, officers, and employees of the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of Kansas City.

### **C. Hardware/Software Considerations**

You are responsible for ensuring that your computer(s), associated equipment, and software comply with our requirements (which we reserve the right to change) for access to eSNC. You are also responsible for maintaining your own equipment.

You are responsible for reviewing eSNC's current hardware, software, and connection requirements on a regular basis and updating your operation systems, workstations, and any software used in connection with eSNC accordingly. We shall use our best efforts to provide you notice (which may be in electronic form) of changes to eSNC's requirements.

### **D. Security Measures**

You agree to comply with the security measures and Access Control Features required by us, including any measures or requirements we may impose to meet our obligations under the Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. §§ 3531 *et seq.*. You agree to take all commercially reasonable security measures necessary to prevent fraud, unauthorized access, or other unauthorized use of an Electronic Connection or disruption to the operations of our or another user's computers, networks, systems and software.

In addition, if you suspect or confirm that a security incident (for example, if you discover malicious software on a computer which is used to access eSNC or if you suspect that there has been unauthorized access to a part of your network which stores data downloaded from or is used to access eSNC) has occurred that affects or disrupts the availability of eSNC or the confidentiality of the information contained therein, you agree to immediately notify the Federal Reserve Bank of Kansas City. Your notice should include the fact of the breach, a description of the nature and extent of the breach, and a brief summary of what actions were taken to contain the breach and prevent a similar breach in the future. You also agree to provide us with additional information regarding the breach upon request.

### **E. Virus Protection**

You agree to take all commercially reasonable precautions when submitting SNC Data, including the installation, operation, and proper configuration of commercially reasonable anti-virus software, to prevent the introduction of a computer virus, other malicious computer code, or defect that might disrupt the operations of eSNC and/or our computers, networks, systems, and software.

### **F. User Access Authorization**

1. You agree to permit only Authorized Users to Access eSNC.

2. You understand that in order for an employee of your Institution to become an Authorized User, your Institution must submit a completed SecurID Request Form for him/her. If we authorize the employee's access, we will provide the employee with a SecurID and a username. The employee will define their own Personal Identification Number (PIN).
3. You understand that you are bound by any and all submissions made by your Authorized Users through eSNC. This means that ANY TRANSMISSION BY ONE OF YOUR AUTHORIZED USERS WILL BE DEEMED BY US TO HAVE ORIGINATED IN AN AUTHORIZED MANNER FROM YOU. We will rely on and act on any SNC Data that we receive through eSNC by one of your Authorized Users. By permitting your Authorized User to submit SNC Data on your behalf, you are certifying that you have examined the Data and that the Data is true and complete to the best of your knowledge. You agree to assume responsibility for the truth and accuracy of the submission and the entire risk of all loss or damage for any transmission of SNC Data by your Authorized Users.
4. You agree to immediately notify us if: (i) a user's employment with you is terminated; (ii) a user no longer requires or is authorized to have access to eSNC; (iii) a user is unable to recall his or her access codes (including any password for the SecureID); or (iv) you or the user knows or suspects the user's access code(s) has been compromised.
5. You agree to require Authorized Users to abide by all requirements that apply to eSNC, including the requirement that Users keep their access codes confidential. You agree to allow Authorized User to access eSNC using only equipment (e.g., computers and software) that are owned and secured by your Institution.
6. You agree to require Users to access eSNC only through an Electronic Connection that is secure. An Electronic Connection that is secure can be made from your Institution's premises, or by having remote users establish a connection to your internal network before accessing eSNC.
7. You agree to keep the Access Control Features and the Security Measures confidential (whether in physical or electronic form) and not to disclose them to third parties. You agree that you will disclose the Access Control Features to your employees only on a "need to know" basis.

## **G. Receipt**

1. You agree that, for purposes of determining when SNC Data have been received by us, our records of the date and time on which a file has been created on our servers shall be determinative.
2. SNC Data received on Business Days by 5:00 p.m. Eastern Time will be considered received for processing on the same day. SNC Data received on days other than

Business Days, or received on Business Days after 5:00 p.m. Eastern Time, will not be considered received for processing until the next Business Day. SNC Data received that contain a computer virus or other malicious computer code or that are otherwise corrupt or inaccessible for any reason will not be considered received for processing, and we will notify you of such immediately upon discovery.

## **H. Contingency Plans for Disruption of eSNC**

Problems with hardware, software, or data transmission or events outside of our control may on occasion delay or prevent us from receiving SNC Data electronically. If eSNC is not available for any reason, you must be prepared to use alternative means to submit SNC Data to us. You remain responsible for submitting SNC Data to us by any required deadlines using these alternative means.

## **I. Disclaimer of Warranty**

We make no warranties or representations of any kind regarding the use of eSNC, and specifically disclaim any warranty or representation that the use of eSNC will meet your specific needs. We shall bear no responsibility or liability for the accessibility, reliability, or speed of the Internet connection provided to you by your Internet service provider, or regarding your connection to eSNC.

## **J. Termination of Agreement**

You may terminate your agreement to use eSNC by giving not less than thirty (30) calendar days advance written notice to us. We may terminate your authority to use eSNC on similar notice. In addition, we may immediately terminate your authority to use eSNC if we, in our sole discretion, determine that your continued use of eSNC poses a risk to us or others or we reasonably believe that you are in violation of this Agreement. We, in our sole discretion, will restore your authority to use eSNC when we deem appropriate.

We, in our sole discretion, may suspend or disconnect your Electronic Connection to eSNC if your access generates error conditions, causes denials or disruptions of the eSNC's operation, or appears to have been compromised with respect to information security or integrity. In the event of any such suspension or disconnection, we will cooperate with you to investigate, identify, and correct the problem or problems affecting your access to eSNC.

You agree to return all SecurIDs to us that we provided to your users within five days of the suspension or termination of your Institution's access to eSNC.

## **K. Forum, Governing Law, and Modifications**

This Agreement shall be governed by and construed in the first instance in accordance with federal law and to the extent applicable and not inconsistent therewith, the laws of

the State of Missouri. We will post modifications to this Agreement on the Website. Your continued use of the Website after the posting of the modifications will constitute agreement to the updated terms. Any amendment applies immediately upon the effective date of the amendment.

**L. Accessibility**

We are committed to making every page on our eSNC server accessible to the widest possible audience, including people with visual disabilities using screen-reading software. You may contact us if you are unable to access any portion of the site so that we can assist in making the relevant information available to you.

**Read and Agreed to:**

**Institution:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Institution

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title