

**NANO BANC**  
**Member FDIC**  
**WEBSITE - TERMS OF USE**  
**EFFECTIVE: August 2018**

The following website general terms of use apply to users of Nano Banc's website. These terms are subject to change by Nano Banc at any time. Changes to these terms will be effective when updated versions are posted to the website.

**Content Generally.** We reserve the right to change the content of our website at our discretion, and at any time. Changes may include revisions to promotional offers and campaigns, including termination of the same. While we will make all reasonable efforts to provide accurate information on our website, there is no guarantee or warranty of accuracy. Furthermore, we do not assume any liability for the accuracy or completeness of information presented on our website. Use of any content you obtain from our website is at your own risk. The terms "we," "us," "our," "Bank," and similar terms in this Website Terms of Use shall refer to Nano Banc. The terms "you," "your" and similar terms in this Website Terms of Use will refer to the Nano Banc website user.

Without limiting the foregoing, we reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, including but not limited to, content which contains viruses that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines.

**Uploaded Content, Linked Sites; Third Party Content.** From our website, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers; (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationships with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing. Once you leave our website, you should keep in mind that other websites will not have the same privacy or security policies as we have for our website.

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content at our discretion. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity with respect to the same. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or services, except to the limited extent, if any, set forth in our express contractual commitments with you. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on our website, even if we have reason to know of its existence.

**User Communication and Personalization Settings.** Our website and services may permit you to send or receive communications (such as email) and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, misdelivery or failure to deliver or store any such communications, content or settings.

**Cookies.** A cookie is a small piece of information sent by a website that is saved on your hard disk by your computer's browser. It holds information that we or another website may need to interact with you and personalize your experience. We use cookies to identify your Internet browser and to determine whether you have installed the enabling software needed to access certain material on our website. Software on our website may also use cookies to provide you with an interactive session during your visit and for load management and database access.

**Idea Submission.** If you submit any materials or other information to any public areas of our website, you hereby grant us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, sub-licensable, assignable, transferable, irrevocable license under copyright and patent, with the unrestricted right to use, self, reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any such materials and other information (including, without limitation, ideas contained therein for new or improved products and services) by all means and in any media now known or hereafter developed or commercialized. In addition, you represent and warrant to us that you have the right to grant to us the foregoing license.

**Our Intellectual Property.** You acknowledge and agree that the software and content used by us in the operation of our website and provision of the website services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us our website and as part of the website services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of your use of the website or otherwise. You may not use, reproduce, duplicate, copy or distribute the content found at our website or provided by the website services.

You may not distribute, use, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of the website services or the Intellectual Property (ii) use of our website, website services or Intellectual Property, or (iii) access to our website services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, website services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the website services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the website or a list of our content or website users, or use computer programs (sometimes known as "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (f) access the website services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or other Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

**Procedure for Making Claims of Infringement.** Nano Banc has a procedure for responding to notice of copyright infringement in compliance with the Digital Millennium Copyright Act (DMCA). If you believe your copyright or other intellectual property right is or has been infringed by material available on our website, provide written notice to the following:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618, Attn: General Counsel.

Your written notice must be signed under penalty of perjury and include: (1) your electronic or physical signature; (2) identify the copyrighted work or other intellectual property alleged to have been infringed; (3) the location of the copyrighted work or other intellectual property alleged to have been infringed (sufficiently to enable the Bank to locate the content); (4) your contact information (address, telephone number and email address); (5) your statement that you believe in good faith that use of the content is not authorized by the owner, the owner's agent or applicable law; (6) include a statement that the content of your written notice is accurate; and (7) a statement that you are the copyright or other

intellectual property right owner or that you are authorized to act on behalf of the copyright or other intellectual property right owner.

**User Conduct.** You agree not to use the website services or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the website services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the website services; or (i) use the website services in such a manner as to gain unauthorized entry or access to the computer systems of others.

**Website Content Not Substitute for Legal, Tax, or Financial Advice or Planning.** You acknowledge that our website, Nano Banc, its employees and service providers are not intended to provide legal, tax or financial advice or planning. Prior to making any financial decisions, communicating or taking any action with respect to information made available using our website, you agree that you will have obtained appropriate and independent legal and tax advice regarding the same.

**DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE THAT OUR WEBSITE IS PROVIDED ON AN "AS-IS" AND AS AVAILABLE BASIS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WE MAKE NO WARRANTY (AND BANK SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; (B) THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (C) ANY IMPLIED WARRANTY OR CONDITION OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; AND (III) OR NON-INFRINGEMENT; AND (D) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**Indemnification.** You agree to indemnify and hold harmless Nano Banc against any third party claim: (a) that any of our website content, or your use of the website in breach of these Terms of Use, infringes a registered patent, registered trademark, or copyright, or misappropriates a trade secret (to the extent that such infringement or misappropriation is not the result of our actions); or (b) relating to any of our website content or to your use of the website in violation of these Terms of Use. You will, with respect to any claim against us that is subject to this Section, indemnify us for the resulting costs and damages finally awarded against us to such third party by a court of competent jurisdiction or agreed to in settlement.

**LIMITATION ON LIABILITY.** TO THE EXTENT NO PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NANO BANC OR ITS SERVICE PROVIDERS BE LIABLE FOR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO WHETHER BASED ON ACCESS TO OUR WEBSITE TO USE OF ONE OF OUR SERVICES, AND WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

**Miscellaneous.** By accessing and using our website you represent that you are of sufficient age and mental capacity to enter an enforceable contract. You agree that your use of our website Terms of Use will be governed by California law (without regard to conflicts of laws principles).