

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.

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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

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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.

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