



Partners Bank of California Website Terms of Use

Effective October 1, 2018

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Certain Services may be subject to limitations that are not expressly stated below. Please check the other portions of this Site for additional details. We assume no responsibility if a Service becomes unavailable for any reason or fails to meet your requirements.

Your Compliance with Laws and Site Guidelines

You agree to comply with the laws that apply to your use of this Site and/or the Services. You also agree not to engage in any activities that: (a) encourage a violation of any law or regulation by others; (b) abuse, harass, stalk, defame, impersonate or invade the privacy of another; (c) infringe the rights of any third party, including intellectual property, business, contractual and fiduciary rights; (d) are in any way connected with the transmission of “junk mail,” “spam,” “pyramid scheme” solicitations, chain letters, or any other mass distribution of unsolicited e-mail; (e) interfere with the functioning of the Site or any linked web site; or (f) involve sending abusive, obscene, hateful or otherwise offensive content by means of any Service. You also agree to comply with the rules of the internet service providers, networks, hosting and telecommunication services, servers, computer databases, and web sites that you access or use in conjunction with this Site and/or the Services.

Your Privacy/Security

Please see [our](#) Online Privacy Policy and Privacy Notice for details regarding the manner in which we collect and use information about you, maintain the confidentiality of your personally identifiable information, and use technology and procedures to maintain security.

You agree to: (a) notify us immediately if you become aware of any unauthorized use of your account, any breach in the confidentiality of your account records, or any breach or attempted breach of security



involving the Site or the Services; and (b) avoid accessing or attempting to access the non-public areas of this Site or any other user's password-protected information.

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Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. To the extent these laws apply to you, some of the provisions set forth in this agreement may not apply.

We will not be liable to you for any failure or delay in performing the Services or making the Site available for your use if the failure or delay is due to: (a) causes beyond our reasonable control; (b) natural catastrophes; (c) governmental actions or omissions; (d) the application of any law, payment



system rule, governmental guideline or regulation; (e) terrorism; (f) labor strikes or difficulties; (g) communication system breakdowns; (h) hardware or software failures; (i) viruses introduced by third parties; (j) our inability to confirm your identity or your authority to act; or (k) our inability to procure supplies or materials or access the networks through which we operate the Services.

You agree to indemnify, defend and hold us, our affiliates, the vendors that assist us in providing Services, and our respective directors, officers, employees and agents harmless from and against all claims, actions, proceedings, damages and costs (including attorney's fees) related to or arising out of: (i) your use of this Site or the Services; (ii) the actions or omissions of third parties who advertise at our Site or through linked sites; (iii) our reliance on instructions that are accompanied by your password or security code; or (iv) your breach of these terms.

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Termination

We may terminate your use of the Site and any of the Services at any time without cause. The terms of this agreement will continue to apply following its termination to any obligations incurred or arising prior to its termination.

Amendments

We may add to, delete from, or change the terms of this agreement by posting a revised agreement at the Site or by sending you a written or electronic notice. Your continued use of the Site or Services after such notice will be evidence of your agreement to the changes. As such, you should visit this page periodically.

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The validity, interpretation and legal effect of this agreement will be governed by the laws of the State of California, without reference to its conflict of law provisions. We make no representation that the materials in or the content of this Site are appropriate or available for use in all locations. If you are accessing this Site from outside the United States, for example, you agree to comply with any local laws that apply to your access and use of this Site or the Services.



Minors

We feel strongly about protecting the privacy of children and teenagers. As such, we do not use this Site to collect or use any personal information from persons we know to be under the age of majority, and will remove personally identifying information about such minors from our system.

Notices

You may send notices to us at Partners Bank of California, Attn: Customer Service, 27201 Puerta Real, Suite 160, Mission Viejo, CA 92691. We may send notices to you at your postal or e-mail address, or by posting a message on this Site.

Severability

If any provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement will continue in effect.

Waiver

Any waiver of the provisions of this agreement must be in writing to be valid. No waiver will occur as a result of a usage of trade, custom or practice.

Please do not send sensitive information such as account numbers, social security numbers or other sensitive information via e-mail; as we are unable to verify your identity.

