

Blue Gate Bank Website Terms of Use

Effective January 23, 2017

Your Use of this Site

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In this agreement, the terms “*we*”, “*us*” and “*Bank*” refer to Blue Gate Bank and the companies that have helped to create and support this Site.

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.

Linked Sites and Advertisements

You may be able to access web sites operated by third parties from this Site. Unless we tell you otherwise in writing, we do not operate or control any of the information, products or services on such linked sites. You acknowledge and agree that: (a) you access such linked sites at your own risk; (b) we make no representation or warranty, and assume no responsibility for, any linked site or the actions or omissions of its owners or operators; (c) we make no endorsement of, and assume no responsibility for, any goods or services offered by the companies that "power" or support this Site or any other site; and (d) although we may have a contractual or other relationship with the operators of a linked site, we will not be responsible for the content, accuracy, integrity or operation of their site.

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EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES, WHETHER OR NOT THEY ARE FORESEEABLE, INCLUDING CLAIMS FOR LOSS OF GOODWILL, PROFITS, DATA, USE OF MONEY OR PRODUCTS, STOPPAGE OF WORK OR IMPAIRMENT OF ASSETS, WHETHER ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE.

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.

Proprietary Information

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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.

Governing Law

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 Blue Gate Bank, Attn: Customer Service, 611 Anton Blvd., Suite 1050, Costa Mesa, CA 92626. 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.