

ALTABANK

Website Terms of Use

THIS IS A BINDING LEGAL CONTRACT. YOU (THE “USER”) SHOULD CAREFULLY READ THESE WEBSITE TERMS OF USE (“TERMS OF USE”) BEFORE USING THE WEBSITE HAVING THE DOMAIN NAME OF WWW.ALTABANK.COM (THE “WEBSITE”). BY ACCESSING OR USING THE WEBSITE, THE USER AGREES TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO ALTABANK (“WEBSITE OWNER”) FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF THE USER DOES NOT AGREE TO THESE TERMS OF USE, AS THESE TERMS OF USE MAY BE MODIFIED FROM TIME TO TIME, THE USER MAY NOT USE THE WEBSITE, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE WEBSITE.

1. Access and Use of Website. Website Owner hereby grants to User a revocable, limited, nonexclusive license for the duration of User’s current viewing session to access, download, and use the information contained on the Website for personal, non-commercial use only in accordance with these Terms of Use. This license may be terminated immediately and without notice upon any noncompliance by User with any of the terms of these Terms of Use, or at any other time upon notice to User. Website Owner maintains the Website as a service to the Internet community. All information and tools contained on the Website, including but not limited to, rates, terms, and fees of products, are subject to change and are accurate as of the date such information was posted. The information contained on the Website does not constitute a commitment on the part of Website Owner to provide any services or products, or otherwise make any commitments. The tools provided by Website Owner are for illustrative purposes only, and Website Owner does not guarantee their accuracy or applicability to User’s circumstances. Each User may be subject to meeting certain requirements in order to obtain an advertised rate or price of a product. All rights not expressly granted to the User in these Terms of Use are reserved by Website Owner.

2. Limitations. Website Owner encourages the use, display, and distribution of information posted by Website Owner for consumers on the Website, including any information related to products or services provided through or obtained from the Website (“Content”), on appropriate social media sites, such as Facebook and Twitter, and for use by media outlets for news stories. User may also create a Link on User’s Website, pursuant to and which terms are defined in Section 9 of this Agreement. Notwithstanding any of the foregoing, User’s rights under this Section 2 and under Section 9 are subject to the following limitations:

- a. User may not modify or repurpose any Content.
- b. User may not frame any Content in another website, or post any Content or make any statements that expressly or otherwise imply or suggest (i) an affiliation between User and Website Owner, or (ii) a sponsorship or endorsement of User, User’s products or services, the content of User’s website, or the content of any other website by Website Owner, all without the prior written consent of Website Owner.
- c. User may not, either directly or indirectly, (i) misrepresent User’s relationship with Website Owner or present false or misleading impressions about Website Owner’s products or services, or (ii) disparage the Website or Website Owner or display Content or a Link in any manner that diminishes Website Owner’s goodwill.
- d. User agrees to give attribution to Website Owner for any Content posted on any social media site.

e. User may not circumvent any technological measures or features of the Website that are intended to or effectively control access to the Website, or any Content, nor shall User create frames around the Website or otherwise alter the visual presentation of the Website.

f. The Website may contain robot exclusion headers. Except for searches through reputable search engines, such as Google, Bing and Yahoo, User agrees to not use any robot, spider, scraper or other automated means to access the Website for any purpose without the Website Owner's express prior written consent. Additionally, User agrees to not use any mechanism to scrape data from the Website for any purpose without the Website Owner's express prior written consent.

g. User will not take any action that imposes or may impose, in the Website Owner's sole discretion, an unreasonable or disproportionately large load on the Website Owner's infrastructure or interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website.

h. Any Content or User's Website that contains a Link may not be used for any illegal or unethical purposes, including in connection with any phishing, fraud, or deception, nor may such User's Website contain or display any material that is inappropriate for a professional website.

i. Website Owner reserves the right to refuse the use of or access to the Website for any User for any reason in Website Owner's sole discretion.

3. Changes to Terms of Use. Website Owner reserves the right, in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting revised Terms of Use on the Website. By using the Website or creating, maintaining, or using, if authorized by the Website Owner, a link to the Website, after Website Owner has posted any modifications, updates or revisions, User agrees to be bound by such revised Terms of Use. User shall have the right to immediately terminate these Terms of Use by terminating any use of or access to the Website, if any modification, update, or other change to these Terms of Use is not acceptable to User. In addition to these Terms of Use, additional terms may govern use of certain webpages within the Website or the creation, maintenance and use of a link to the Website, as such terms may be contained on the webpages of the Website. Provided that such additional terms are not contrary to these Terms of Use, by accessing and using such webpages, and creating, using, and maintaining a link to the Website, User agrees to be bound by such terms.

4. Privacy. User understands and acknowledges that User's personal data will be collected, protected, and used by Website Owner in accordance with Website Owner's Privacy Policy, which is incorporated in these Terms of Use.

5. Children's Online Privacy Protection Act. User agrees and acknowledges that the Website is operated for individual users who are at least thirteen (13) years old, and Website Owner does not knowingly target or collect personal information from anyone under the age of thirteen (13). User represents and warrants that he or she is thirteen (13) years old or older and shall not provide any personal information in violation of the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501 through 6506. If User knows that its child has provided personal information and such child is under the age of thirteen (13), User should immediately contact Website Owner at (801) 642-3148 or at the address listed for Website Owner in Section 20.a of these Terms of Use.

6. Social Media Accounts. User acknowledges and agrees that all information, data, and Content otherwise submitted to or on one or more of the Website Owner's social media accounts will be governed by the terms and conditions detailed in the Website Owner's Social Media Terms of Use.

7. Intellectual Property Ownership.

a. User acknowledges and agrees that the trademarks of Website Owner, including the trademarks identified in Section 7.b of these Terms of Use (the “Marks”), the Website, and the look and feel of the Website, to the extent protectable, are proprietary, original works of authorship of Website Owner, or licensors of Website Owner, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. User further acknowledges and agrees that all right, title and interest in and to the Marks, the Website, and the look and feel of the Website are and shall remain with Website Owner, or its licensors. User agrees not to contest or infringe on or misappropriate any of these rights, directly or indirectly, at any time. Except as expressly provided under these Terms of Use, User may not use the Marks, or any other trademarks or copyrighted materials appearing on the Website, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

b. Notwithstanding the prohibition to use the Marks set forth in Section 7.a of this Agreement, Website Owner hereby grants to User a non-exclusive, non-transferable, revocable license to use the Marks for the sole purpose of (i) identifying the source of any Content displayed or posted by User on any other website to Website Owner pursuant to Section 2.c2.d of this Agreement., (ii) or identifying a product or service offered by Website Owner. When User displays any such Marks, User shall also post a statement on the same webpage that is identical or similar in substance and form to the following: , as applicable:

[Mark]®[MyRate Checking® or SaveSmart Direct®]® is a federally registered trademark of Altabank.”

“[AccountSmart, Altabank, Big City Banking—Small Town Service, BizSmart, BizSmart Advantage, CheckSmart, Community Interest, Equi-Loan, ExpressDeposit, Tele-Banking, or ExpressCollect]™ is a trademark of Altabank”

c. User shall indemnify and hold harmless Website Owner, and its officers, directors, employees, shareholders, managers, members, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney’s fees and costs, arising out of or connected with these Terms of Use, including but not limited to, misappropriation or abuse of any works or the information contained on the Website. Website Owner shall have the right to control its own defense and engage legal counsel acceptable to Website Owner.

8. Links to Other Websites. The Website may contain links to or be linked from other websites and resources located on servers maintained by third parties over which Website Owner has no control (“Linked Websites”). The Linked Websites are provided for User’s convenience and information only and, as such, User accesses them at its own risk. User agrees and acknowledges that the Website Owner is not responsible for, and does not endorse or warrant, the content of or anything that may be delivered to User or User’s computer as a result of accessing any Linked Websites, whether or not the Website Owner is affiliated with the owners of such Linked Websites. Without limiting the generality of the foregoing, User shall waive any claims related to, and the Website Owner is not responsible and shall have no liability for, User’s access of any information on or use of the Linked Websites, including but not limited to, any viruses or other illicit code that may be downloaded through a Linked Website, or by accessing a Linked Website.

9. Terms for Creation of a Link.

a. Subject to the limitations set forth in Section 2, User may create a link from the Website only in accordance with these Terms of Use and, specifically, without limitation, this Section 9 of these Terms of Use. Upon User’s acceptance of the terms and conditions of these Terms of Use, User is authorized

to establish a hypertext link (the “Link”) from User’s website (“User’s Website”) to the home page of the Website, or other pages of the Website with Content that may used and displayed in accordance with these Terms of Use.

b. User acknowledges and agrees that User is not a publisher, distributor, agent, partner, franchiser or endorser of the Website, and Website Owner is not a publisher, distributor, agent, franchiser or endorser of User’s Website. Website Owner retains exclusive editorial control over the Website and has the right to make administrative or operational decisions it deems necessary or desirable in the normal course of business.

c. User warrants to Website Owner that (1) User has duly registered the domain name of User’s Website with all applicable authorities and/or has a license to use User’s Website, and User possesses all rights necessary to use such domain name for User’s Website; and (2) the content of and materials placed on or within User’s Website, and any hyperlinks on User’s Website, do not and will not (i) infringe upon, misappropriate, or violate any United States copyright, patent, trademark or other proprietary right of a third party, or (ii) violate any applicable law, statute, regulation, or non-proprietary right of a third party.

10. No Assignment. User agrees that the license granted in these Terms of Use is personal to User, and User may not assign or transfer any license granted under these Terms of Use, or transfer any rights or delegate any duties under these Terms of Use, to any third party. Any attempt to assign, transfer, or delegate any of User’s rights, duties, or obligations under these Terms of Use shall be void.

11. Interruptions to the Website. User acknowledges that access to the Website may from time-to-time be unavailable to User, whether because of technical failures or interruptions, intentional downtime for service or changes to the Website, or otherwise. User agrees that any modification of the Website, and any interruption or unavailability of access to the Website shall not constitute a default of any obligations of the Website Owner under these Terms of Use, and the Website Owner shall have no liability of any nature to User for any such modifications, interruptions, unavailability, or failure of access.

12. Copies and Derivative Works. Except as otherwise expressly provided in these Terms of Use or a separate license agreement with the Website Owner, User may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

a. Make any copies of the Website, or any portion of the Website, including any specific information included in the Website;

b. Download, distribute, export, or transmit the Website, or any portion of the Website, including any information included in the Website, to any computer or other electronic device, or transmit electronically, or otherwise, the Website, or any portion of the Website, including any information included in the Website; or

c. Publicly display the Website, or any portion of the Website, including any information included in the Website.

13. Representations, Warranties, and Covenants. User represents, warrants, and covenants the following:

a. User shall not use its account to breach the security or gain access to the account of any other User or any password protected, secure or non-public areas of the Website.

b. User shall not use the Website for any purpose that is prohibited by these Terms of Use.

c. By accessing or using the Website, these Terms of Use will be valid, binding and enforceable with respect to User in accordance with these terms. The performance of User's obligations under these Terms of Use will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which User is bound. User is not and shall not be under any disability, restriction or prohibition related to use of the Website and the performance of its obligations under these Terms of Use.

14. Confidential Information. Any information provided by the Website Owner to User, including without limitation, any password to the Website and any printouts of the Website (collectively "Confidential Information") shall be maintained by User as confidential and available exclusively for User as provided in these Terms of Use. User shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. User shall not disclose any Confidential Information pursuant to a court order or as required by law until User has given the Website Owner ten (10) days prior written notice and an opportunity to oppose such disclosure.

15. No Warranty. THE LICENSE GRANTED TO USER UNDER THESE TERMS OF USE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. THE WEBSITE OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability.

a. THE WEBSITE OWNER'S ENTIRE AND CUMULATIVE LIABILITY TO USER, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE SHALL NOT EXCEED AN AMOUNT EQUAL TO \$500.00.

b. WITHOUT LIMITING AND NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE WEBSITE OWNER BE LIABLE TO USER FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF THE WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE.

c. WITHOUT LIMITING THE FOREGOING, USER ACKNOWLEDGES AND AGREES THAT THE WEBSITE OWNER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE WEBSITE AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT USER'S OR OTHER THIRD PARTIES' CONNECTIONS TO THE INTERNET, OR PORTIONS OF THE INTERNET. ALTHOUGH THE WEBSITE OWNER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, THE WEBSITE OWNER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE WEBSITE OWNER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

17. Injunction. The Website Owner and User agree that a breach or violation of Sections 7, 10, 12, 13, 14, and 19 of these Terms of Use will result in immediate and irreparable injury and harm to the Website Owner. In such event, the Website Owner shall have, in addition to any and all remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under these Terms of Use; provided, however, that, this shall in no way limit any other remedies which the Website Owner may have, including, without limitation, the right to seek monetary damages.

18. Termination.

a. The Website Owner may at any time and without notice terminate User's license upon the occurrence of any of the following events: (1) User requests in writing to the Website Owner that its license be terminated; or (2) User defaults under any material term or condition of these Terms of Use.

b. Upon termination of User's license granted in these Terms of Use, User agrees to immediately destroy any printouts or copies of the Website in User's possession or under User's control, all licenses granted and all services provided to User under these Terms of Use shall terminate, and User agrees to terminate its access to and use of the Website. Specifically, Website Owner may terminate User's access to the Website, and User's passwords shall be disabled.

19. Proprietary and Other Notices. User agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the Website or any printouts of the Website allowed under these Terms of Use.

20. General.

a. Notices. All notices, demands, or consents required or permitted under these Terms of Use shall be in writing and shall be delivered personally; sent by registered or certified mail, return receipt requested; or by a reputable overnight courier service, to the appropriate party at the following addresses:

If to User:

At User's street address or e-mail maintained by the Website Owner.

If to the Website Owner:

Altabank, 33 East Main Street, American Fork, UT 84003, Attn: Legal Department

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing these Terms of Use, to the other party.

b. Governing Law; Submission to Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Utah. User acknowledges that by using the services provided under these Terms of Use, User has transacted business in the state of Utah. By accessing the Website, User voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Salt Lake County, state of Utah, as to all matters relating to or arising from these Terms of Use.

c. Costs of Litigation. If any action is brought by either party against the other party regarding the subject matter of these Terms of Use, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

d. Severability. Any provision of these Terms of Use which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Terms of Use.

e. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in these Terms of Use shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Terms of Use. The subsequent acceptance of any payment due under these Terms of Use by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Terms of Use.

f. Entire Agreement; Modifications Only in Writing. These Terms of Use (i) constitute the entire agreement between the Website Owner and User concerning the Website and all other subject matter of these Terms of Use; (ii) supersede any contemporaneous or prior proposal, representation, agreement, or understanding between the parties; and (iii) may not be amended except in writing signed by the Website Owner and User.

g. No Third Party Beneficiaries. These Terms of Use are for the sole and exclusive benefit of the Website Owner and User and are not intended to benefit any third party. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Terms of Use.

h. Survival. The provisions of Sections 7, 10, 12, 14, 15, 16, 17, 19, and 20 of these Terms of Use shall survive the termination of these Terms of Use.

21. Definitions. The following terms shall have the following meanings in these Terms of Use:

- a. Confidential Information has the meaning set forth in Section 14 of these Terms of Use.
- b. User has the meaning set forth in the opening paragraph of these Terms of Use.
- c. User's Website has the meaning set forth in Section 9.a.
- d. Link has the meaning set forth in Section 9.a.
- e. Linked Website has the meaning set forth in Section 8.
- f. Marks has the meaning set forth in Section 7.a.
- g. Terms of Use has the meaning set forth in the opening paragraph of these Terms of Use.
- h. Website has the meaning set forth in the opening paragraph of these Terms of Use.
- i. Website Owner has the meaning set forth in the opening paragraph of these Terms of Use.