

TERMS OF USE

Agreement Between User and Mission Valley Bank

This Mission Valley Bank website (the "Website") is composed of various web pages operated by Mission Valley Bank ("we," "us," or "our"). Your use of the Website is conditioned upon your acceptance of these terms and conditions (the "Terms"). Your use of the Website constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Privacy

Your use of the Website is subject to our Digital Privacy and Cookies Policy. Please review our Digital Privacy and Cookies Policy, which also governs the Website and informs users of our data collection practices.

We do not provide services or sell products to children. If you are below the age of 18, you may use our website only with the permission and active involvement of a parent or legal guardian. We do not knowingly collect, either online or offline, personal information from persons under the age of 13, in accordance with the Children's Online Privacy Protection Act of 1998 (COPPA). By using the Website, you confirm that you are over age 13. For more information about the Children's Online Privacy Protection Act (COPPA), visit the FTC website. (www.ftc.gov)

Electronic Communications

Visiting the Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, by email and on the Website, satisfy any legal requirement that such communications be in writing. You acknowledge that we may disclose and transfer any information that you provide through this Website for everyday business purposes, such as to process your transactions and maintain your account(s), as well as for marketing purposes to offer our products and services.

Links to Third-Party Websites/Third-Party Services

The Website may contain links to other websites ("Linked Websites"). The Linked Websites are not under our control and we are not responsible for the content of any Linked Website, including, without limitation, any link contained on a Linked Website, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us or responsibility for the opinions, ideas, products, information, security, privacy, or services offered at such Linked Websites, or any representation regarding the content on such Linked Websites.

We disclaim any liability for information, materials, services, or products offered on a third-party webpage or website linked to this website. By creating a link to a third-party webpage or website, we do not endorse or recommend any services or products offered or information or materials contained in such webpage or website. We are not liable for any information or materials contained in such webpage or website, nor for any failure of such services or products offered or advertised on such webpage or website, nor do we warrant that such webpage or website is infringement or virus free. A third-party webpage or website may provide poorer security than our webpages or website and we are not liable for the security on any third-party webpage or website.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable right of access and use the Website strictly in accordance with these Terms. As a condition of your use of the Website, you warrant to us that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could harm, damage, disable, overburden, or impair the Website or interfere with any other user's enjoyment of the Website. You agree not to obtain or attempt to obtain any data or information by any means not intended by us or provided intentionally on the Website.

All content included on the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is our property or our suppliers' property, and may be subject to protection under copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to abide by all copyright, trademark, and other proprietary notices, legends, or other restrictions contained in any such content.

Potential Disruption of Service

We may shut down this Website or limit or delay access to all or part of the Website. Without giving rise to liability to you and without any obligation to give notice, access to the Website may, from time to time, be unavailable, delayed or slowed for any reason.

International Users

The Website is controlled, operated, and administered by us from our offices within the United States. If you access the Website from a location outside the US, you are responsible for compliance with all local laws. You agree that you will not use our content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless the Bank, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations.

Liability Disclaimer

Your use of the Website is at your own risk. Neither we nor any other party involved in creating, producing, or delivering the Website is liable for any damages arising out of your use of the Website. This includes damages from viruses that may infect your computer equipment or other property. The information available through the Website may be changed periodically. We have the right to make improvements and changes to the Website at any time.

We make no representations or warranties as to the availability, accuracy, or completeness of any information contained on the Website and we expressly disclaim any obligation to update the Website, except to the extent required by law, including, but not limited to, FDIC and California Department of Business Oversight (DBO) regulations. We have no liability for any errors or omissions in the content of the Website. We make no representations of suitability, reliability, availability, timeliness, or accuracy of the information contained on the Website for any purpose and such information is provided without warranty of any kind, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall we be liable for any damages, including damages for loss of use, data, or profits, arising out of your use or the performance of the Website, with the delay or your inability to use the Website or related services, the provision of or failure to provide services through the Website, or otherwise arising out of the use of the Website.

Termination Rights

We reserve the right, in our sole discretion, to terminate any and all Website offerings and at any time, without prior notice to you.

Governing Law

This agreement is governed by the laws of the State of California and you agree to the exclusive jurisdiction and venue of courts in Los Angeles County, California in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Prohibitions

By accessing the Website, you manifest your agreement that you will not do any of the following:

1. attempt to gain unauthorized access to any accounts, computer systems, or networks through hacking, phishing, password mining, or by any other means;
2. impersonate any person or entity, falsely state, or otherwise misrepresent your affiliation with any person or entity, collect, or store personal data about other users in connection with the prohibited conduct and activities;
3. attempt to collect personal information about others, including email addresses or other personal information;
4. provide support or resources, or conceal the nature, location, or source of support or resources from others, to any organization designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
5. use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
6. forge headers or otherwise manipulating identifiers (including URLs) in order to disguise the origin of any materials, or deleting or altering any attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other uploaded material; or
7. violate any applicable local, state, national, or international law, these Terms, or the Website's policies and procedures.

Other Agreements

The Terms do not nullify, and are in addition to, any terms and conditions contained in other agreements between you and us, including without limitation, any agreement regarding your use of any webpages, the Website, or any social media sites maintained by us. In the event of a conflict, the terms and conditions in the other agreements will govern. Termination or modification of these Terms will not affect, or result in the termination or modification of, any such other agreements or disclaimers.

If any part of this agreement is determined to be invalid or unenforceable, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. Except as otherwise specified, this agreement is the entire agreement between you and us with respect to the Website and it supersedes all prior communications, whether electronic, oral, or written, between you or any other user and us with respect to the Website.

Changes to Terms

We reserve the right, in our sole discretion, to update or modify these Terms at any time and without prior notice by posting the revisions on this Website. You agree to be bound by any such revisions at the time of such posting. You agree to periodically review these Terms to stay informed of our updates. The most current version of the Terms will supersede all prior versions. Your simultaneous or subsequent use of this Website constitutes your agreement to be bound by the revised Terms.

Questions

If you have questions or concerns you may address them to us by email or at the following address:

Mission Valley Bank
9116 Sunland Boulevard
Sun Valley, CA 91352
USA

This Terms of Use Agreement was last updated on December 5, 2018.

