



**THESE TERMS OF USE GOVERN YOUR USE AND ACCESS OF MYGENESISBANK.COM. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.**

## Genesis Bank Terms of Use

Last Updated: May 24, 2021

BY ACCESSING OR USING OUR WEBSITE YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE ("TERMS") AS MAY BE MODIFIED FROM TIME TO TIME BY GENESIS BANK.

### License to Use This Website

Genesis Bank ("Genesis Bank," "us," "we," or "our") operates the website [www.mygenesisbank.com](http://www.mygenesisbank.com) ("Website") which contains information, names, images, pictures, logos, icons, documents and other material for your use and information. This Website is solely for your personal use and you are granted a non-exclusive license to access the materials on this Website such personal use. Commercial use of any content is prohibited. You may not copy, modify, distribute, transmit, display, perform, reproduce, transfer, resell or republish any of the contents of this Website without the prior written consent of Genesis Bank, which may be withheld in our sole discretion.

### Acceptable Use and Compliance with Laws

By using this Website, you agree to comply with these Terms and all applicable rules and regulations, including any local, state, national, and international laws for your jurisdiction applicable to your use of this Website. Genesis Bank is headquartered in California, U.S. and this Website is meant for use by persons within the U.S. The products and services of Genesis Bank are available only in the United States and other countries where permitted by law. You agree and acknowledge that your use of this Website results in you sending electronic interstate transmissions through our computer network. You agree to comply with the rules of the internet service providers, networks, hosting and telecommunication services, servers, computer databases, and websites that you access or use in conjunction with this Website. You also agree not to engage in any activities that encourage a violation of any law or regulation by others, impersonate or invade the privacy of another, or infringe the property rights of any third party.

### Updates and Changes

We may make modifications, changes, and alterations to this Website and its contents, including these Terms, at any time, at our sole discretion, without notice. You are responsible for regularly reviewing these Terms. We may amend these Terms by posting a revised version of these Terms on this Website or by sending a written or electronic notice. Your continued use of this Website following any modifications, changes or alterations shall constitute your acceptance of such modifications, changes or alterations.

### Linked Sites

We may provide links to third-party websites that are not operated or controlled by us solely as a convenience for information that may be useful to users of this Website. We have no control over the content on such websites. Links to third-party websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered from such third parties on their websites, or any representation regarding the content of such websites. We may use third-party service providers to assist in providing certain services with or without notice to you. You agree that these Terms including any of the other terms, conditions, warranty disclaimers and liability disclaimers

incorporated into this Agreement also apply in connection with your use of linked sites for such third-party service providers.

### **Copyrights and Other Intellectual Property**

Intellectual property laws protect this Website and the original material and content that available on this Website. You acknowledge and agree that the software used by us in the operation of this Website, and any copyrights, patents, trademarks, trade secrets, or other proprietary rights in and to the technology, designs, graphics, marks, images, source code and software used by us for this Website, are proprietary to us and our licensors. Except where otherwise expressly noted, you do not gain any ownership or other right, title or interest in or to the foregoing by reason of these Terms or otherwise and all contents of this website, including the graphics, icons and overall appearance of the Website, are the sole and exclusive property of Genesis Bank.

The display of trademarks within this Website does not grant you a license of any kind. You agree not to delete any copyright, trademark or similar notice from any of the foregoing which you obtain from this Website. Any downloading of material contained in this Website, or of any linked website, may be a violation of trademark and copyright laws.

### **Cookies and Data Collection**

A cookie is a small data file that can be placed on your hard drive when you visit certain websites. Cookies can collect, store, and sometimes track information. The Website currently uses cookies in connection with the use of Google Analytics for marketing purposes. For more information about the cookies and related marketing technologies used on the Website, please review our Privacy Policy and Privacy Notice.

Outside of the use of Google Analytics, we do not knowingly collect personal information or data from any visitors. Through your use of the Website, you acknowledge, agree, and consent to our use of cookies in connection with Google Analytics. If you do not wish to have cookies track your usage on the Website, please review our Privacy Policy and the language addressing your ability to opt out of Google Analytics. We do not control the use of cookies by third parties; if you want to stop third party cookies from tracking your use you are able to change your browser settings.

### **Warranty Disclaimers**

Genesis Bank makes no representation, endorsement or warranty that this Website and the products or services described on this Website are accurate, available, up-to-date or suitable for a particular purpose. THIS WEBSITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THIS WEBSITE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE WEBSITE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS OR WARRANTIES OF ANY KIND WHATSOEVER, NEITHER EXPRESS NOR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We will not be liable to you for any failure or delay in making the Website available for your use if the failure or delay is due to causes beyond our reasonable control.

### **Limitation of Liability**

YOU AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL GENESIS BANK, ITS REPRESENTATIVES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY LOSSES OR DAMAGES, INCLUDING, WITHOUT

LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, UNDER ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF OUR WEBSITE OR INTERNET BROWSER SOFTWARE; ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, OR LOSS OF DATA; ANY LOSS OF USE RELATED TO OUR WEBSITE; ANY WEBSITE OPERATED BY ANY THIRD PARTY; OR ANY CONTENTS OF THIS WEBSITE OR ANY OTHER WEBSITE, EVEN IF GENESIS BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnity**

Except as otherwise provided by law, you agree to indemnify, defend and hold harmless Genesis Bank and the vendors that assist us in providing our services and this Website, and our respective directors, officers, employees and agents from and against any and all claims, actions, proceedings, damages and costs (including attorney's fees) related to or arising out of: (i) your use of this Website; (ii) the actions or omissions of third parties through linked sites; or (iii) your breach of these Terms.

### **Governing Law and Venue**

These Terms, and their validity, interpretation and legal effect shall be governed by and construed in accordance with the law of the State of California, without reference to its conflict of law provisions. Disputes arising from the use of this Website shall be exclusively subject to the jurisdiction of federal or state court located in Orange County, California.

### **Miscellaneous**

We make no representation that this Website or the contents thereof are appropriate or available for use in all locations. If a court of competent jurisdiction determines that a portion of these Terms is invalid or unenforceable, such portion shall be modified solely to the extent necessary to cause such portion to be enforceable and the remainder of the Terms will continue in full force and effect. Any waiver of the provisions of these Terms must be in writing to be valid. No waiver by Genesis Bank of any right under or term or provision of these Terms will be deemed a waiver of any other right, term, or provision of these Terms at that time or a waiver of that or any other right, term, or provision of these Terms at any other time.

### **Termination**

We may terminate your use or the availability of the Website at any time without cause. These Terms and any obligations incurred or arising prior termination will continue to apply following such termination.

### **Contact Information**

Please report any violation of these Terms to us. If you require any more information regarding this Website or these Terms, you may contact us via email at: [info@mygenesisbank.com](mailto:info@mygenesisbank.com).

## Electronic Communications and E-SIGN Consent Notice

In connection with your use of Genesis Bank's (the "Bank") website and/or the Bank's products and services, you are being provided this Electronic Communications and E-Sign Consent Notice ("Notice"). Please carefully review this Notice and keep a copy for your records. This Notice applies to all electronic communications for your account(s) and the related products and services for your account(s), and to any electronic signatures you provide which are subject to the Federal E-SIGN Act. Specifically, this Notice informs you that Genesis Bank (the "Bank") may ask to: (a) provide communications and information to you electronically rather than in paper form, and (b) utilize third-party electronic signature services in order to enable you to sign documents electronically in lieu of an actual wet ink signature.

### Electronic Communications

The scope of electronic communications may include any customer agreements & amendments thereto, disclosures, notices, account statements, responses to claims, transaction history, privacy policies, legal & regulatory disclosures, marketing materials, and any other information related to the products or services provided by the Bank, including, but not limited to, information that we are required by law to provide to you in writing. This Notice covers all of your accounts, products, and services with the Bank which are subject to our online banking (or other applicable) agreement(s) and accessible through our website or online banking, whether accessed through a personal computer or mobile device, other electronic means.

### Method of Providing Electronic Communications

All electronic communications that we make available to you will be provided by:

- a. Posting the information on the website, application or system that you access or use for your account(s), and the Bank's products or services;
- b. E-mailing you the information as an e-mail message (which may include attachments and/or hyperlinks) to the e-mail address you provide us with; and
- c. Requesting you download an electronic file containing the electronic communication.

### System Requirements

To receive electronic communications concerning your account(s) you (a) must have a valid e-mail address, and (b) your device must meet the minimum equipment and software requirements below:

- A personal computer or other device which is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, such as Microsoft Internet Explorer 7.0 or higher, Netscape Navigator 6.1 or higher, Mozilla Firefox 1.0 or higher or Opera 7.54 or higher
- Software which permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader® version 8.0 and above.
- A printer and/or the ability to download pdf files in order to keep a copy for your records.

### Maintain Current Records

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Notice and your account(s), and to maintain and update promptly any changes in this information. If your information is not kept current, you will encounter errors for both electronic communications from the Bank and electronic signatures on any account documents.

### **Consent & Enrollment Process**

You must read and then agree to the terms and conditions of any electronic communications disclosure we provide you before you are able to enroll in electronic communications. By accepting and consenting to electronic communications and its terms and conditions, you will receive electronic delivery of the documents and communications noted above. This acceptance includes your agreement that your devices satisfy the software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you. You also agree that we do not need to provide you with a paper copy of a document or disclosure unless specifically requested.

### **Withdrawal of Electronic Acceptance of Disclosures and Notices; Paper Delivery**

You may withdraw your consent to receive electronic communications from any of your accounts, or request paper copies of any records which you previously received electronically. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal. You have the right to receive account documents via paper delivery, however, a fee may be imposed for such paper delivery.

### **Electronic Signatures**

An electronic signature is defined as “an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record. This Notice is required by the Federal Electronic Signatures in Global and National Commerce Act (“ESIGN”). The ESIGN Act ensures the validity of electronic signature records as long as they accurately reflect the agreement and can be reproduced as required. When you use the Bank’s products and services you may be asked to review an ESIGN Disclosure Consent/Acceptance and agree and accept to sign account-related documents electronically; you can record your consent to the ESIGN disclosures by indicating your acceptance to the use of an ESIGN technology and any terms and conditions thereof. For example, a document may require you to review a third party’s e-signature agreement and click “ACCEPT TERMS,” or otherwise provide consent, before you are allowed to e-sign the document. You will be provided a fully executed signed copy of the documents and will be able to download a copy. If you do not wish to use electronic signatures on your account documents, you may opt out of electronically signing a document by providing the option to decline the signature request.