

## GENERAL TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THIS SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS SITE.**

These General Terms (“Terms”) govern your access to and use of the Site, including any content, functionality, and services offered on or through corebank.com (the “Site”) (collectively, the “Services”). By using the Site, you accept all the terms and conditions of this Agreement. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Please read it carefully.

As used in this Agreement, the words “we”, “our”, “us”, and “Bank” refer to Core Bank. “You” and “your” refer to any person who accesses and uses the Site or Services.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and **use** of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Your Information**

In connection with some Services, you may be required to register for the Service and provide information in connection with the Service. You agree to provide accurate, true, current, and complete information about you and your business as requested by the registration screens during the registration process. You further agree to update such information as it may change from time-to-time by utilizing the methods provided in connection with the Services and your accounts.

### **Intellectual Property Rights**

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Site solely for your receipt of the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use to the extent necessary for your enjoyment of the Services and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site.

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### **Trademarks**

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### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.

### **Linking to the Site and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed. Subject to the foregoing, you must not otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Site**

The Bank offers links to other third party websites that may be of interest to our website visitors. The links provided in our website are provided solely for your convenience and may assist you in locating other useful information on the Internet. When you click on these links you will leave the Bank website and will be redirected to another site. These sites are not under the control of the Bank.

The Bank is not responsible for the content of linked third party websites. We are not an agent for these third parties nor do we endorse or guarantee their products. We make no representation or warranty regarding the accuracy of the information contained in the linked sites. We suggest that you always verify the information obtained from linked websites before acting upon this information.

Also, please be aware that the security and privacy policies on these sites may be different than our policies, so please read third party privacy and security policies closely.

If you have any questions or concerns about the products and services offered on linked third party websites, please contact the third party directly.

### **Geographic Restrictions**

The owner of the Site is based in the State of Nebraska in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE(S) PROVIDED IN CONNECTION WITH THE SITE OR THE ONLINE ACCOUNT SERVICES.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these **Terms** or your misuse of the Site or Services.

### **Enforceability and Governing Law**

These Terms constitute a contract between you and the Bank governed by the laws of the state of Nebraska (United States of America), with the exception of its conflicts of laws provisions. In the event any of the terms or provisions of these Terms shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. Any waiver (express or implied) by either party of any default or breach of these Terms must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

### **Other Agreements**

These Terms shall be subject to any other agreements you have entered into with the Bank.

If you are enrolled in the Online Account Services, your use of the Services is governed by Bank's Online Services Agreement. If there is a conflict between these Terms and the Online Services Agreement, then the Online Services Agreement controls.