

Social Media Terms of Use (LAST UPDATED: April 13, 2016)

Bank of the West ("Bank of the West," "we," or "us") appreciates your interest in our social media channels. These terms of use ("Terms") govern our social media-based websites, accounts, pages and applications (**excluding the Bank of the West Blog**) (individually, a "Site" or collectively, "Sites") that belong to, or are managed by Bank of the West. By accessing our Sites, you are agreeing to be bound by these Terms, all applicable laws and regulations, and any other applicable policies, terms and guidelines established by us and those of any third parties that host our sites (including, without limitation, Facebook, Twitter, Instagram, YouTube or LinkedIn). If you do not agree with these Terms, do not use or access our Sites.

We may change these Terms from time to time by posting the revised Terms at this URL; you can determine when we last revised these Terms by referring to the "LAST UPDATED" legend above. Note that Bank of the West is unaffiliated with the third parties that host our Sites; has no control over such third parties' terms, conditions, or policies; and is not responsible for such third parties' acts or omissions.

The Sites are not intended for children under the age of 13. Please do not access or use our Sites if you are under 13 years of age. By using our Sites, you affirm that you are over the age of 13.

Materials on the Sites

The information and materials available and displayed on the Sites, which may include, without limitation, content, information, photographs, graphics, audiovisual materials, software (e.g., applications in site tabs), links, and comments (collectively, the "Site Materials"), do not necessarily reflect the opinions and views of Bank of the West. We are not responsible or liable for, and do not represent or warrant the accuracy of, any Site Materials. Site Materials may not be reliable and you should not make any decision or take any action based on Site Materials, particularly those whose reliability you cannot confirm independently.

Your Posts to the Sites

We encourage you to interact with other users on the Sites and to post your own content. However, please keep in mind that the Sites are a public forum and that any information or materials you post to a Site will be publicly available; therefore, please do not disclose any personal, financial, or other sensitive information on a Site. If you choose to post to a Site, you grant Bank of the West and its designees a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the information and materials you post. Also, if you choose to post to a Site, we expect that your posts will be courteous and on-topic, and that you will not post any of the following materials or links thereto: (a) defamatory, fraudulent, misleading, abusive, hateful, threatening, or harassing materials; materials that are obscene or contain profanity; (b) solicitations for commercial activities or other statements that do not generally relate to the designated topics of the Sites; (c) personally identifiable information, such as phone numbers, addresses, or account numbers; (d) materials that may violate the law or any intellectual property, copyright, publicity, or privacy rights; (e) chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services; and (f) files or links that contain viruses or other materials that may interfere with the operation of or harm any computer, network, or equipment; or materials that are unrelated to Bank of the West (collectively, "Unsuitable Content"). None of your postings will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part, and we will not be liable for any use or disclosure of such postings. **Please note that by posting comments, posts, tagged photos, videos, ideas, or any other content on the Sites, you are granting us a nonexclusive, worldwide rights to republish, redistribute, or otherwise use this content in perpetuity in any way we see fit. This includes, but is not limited to, marketing and advertising materials.**

Monitoring, Deleting, and Blocking

We reserve the right, but are not obligated, to monitor and, in its sole discretion, to delete any materials and postings (which may include Unsuitable Content) or to block (or request that the third-party host block) users who have posted materials or acted in a manner, in each case, that we believe to be unsuitable for the Sites. We also reserve the right to disclose any posting, the circumstances surrounding its transmission, and the identity of the poster, including without limitation in order to operate the Sites

properly, to protect Bank of the West, its affiliated companies, and other Site users, and to comply with legal obligations or governmental requests.

Questions about Our Products or Services

The Sites are not the best way to inform us if you need assistance with one of our products or services. To reach Bank of the West Customer Service, call 1-800-488-BANK (2265), TDD 1-800-659-5495 or email us [here](#). As a reminder, **please do not post any of your specific account details or other personal information**. We will never ask you to provide this type of information through this site or any other type of public channel. We are not responsible or liable for any information it provides in response to, or any failure or delay in responding to, any questions, comments or other materials posted to a Site.

Intellectual Property

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User License

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Sweepstakes, Contests and Similar Promotions

Any sweepstakes, contest, raffles, and other promotions made available through the Sites (“Promotions”) may be governed by specific rules that are separate from these Terms. By participating in any such Promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein. With respect to any Promotion, in the event of any conflict between the terms and conditions of a Promotion and these Terms, the Promotion terms and conditions shall govern.

Violate or Attempt to Violate the Security of the Sites

Any such violations may result in criminal and/or civil penalties against you. We may investigate any suspected violation and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Under no circumstances shall you: (a) misrepresent your identity or affiliation in any way; (b) restrict, discourage, or inhibit any person from using the Sites, disclose personal information obtained from the Sites, or collect information about users of the Sites; (c) reverse engineer, disassemble or decompile any section or technology on the Sites, or attempt to do any of the foregoing; (d) gain unauthorized access to the Sites or computers or websites connected or linked to the Sites; and (e) launch or use any automated system, including without limitation, “robots”, “spiders”, or “offline readers”, that access the Sites in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser.

Disclaimer of Warranties

We make no guarantees or warranties of any kind, express or implied, regarding the Sites or any Site Materials. Your access to and use of the Sites and the Site Materials is at your own risk. All Site Materials are provided “AS IS” and we are not responsible for their use or misuse. Access to the Sites from locations where the Sites or the Site Materials may be illegal is prohibited, and you are responsible for compliance with applicable local laws.

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CORRECTNESS OR COMPLETENESS OF THE SITES OR ANY SITE MATERIALS; (D) WARRANTIES RELATING TO THE OPERATION OF THE SITES (INCLUDING DELAYS, INTERRUPTIONS, ERRORS, VIRUSES, DEFECTS OR OMISSIONS); (E) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY; AND (F) WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. BANK OF THE WEST AND ITS PARENT, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS (COLLECTIVELY WITH BANK OF THE WEST, THE "BANK OF THE WEST ENTITIES") DO NOT WARRANT THAT YOUR USE OF THE SITES OR SITE MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVER(S) ON WHICH THE SITES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITES, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES AND THE SITE MATERIALS AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF BANK OF THE WEST OR ANY OTHER BANK OF THE WEST ENTITY, OR OF ANY FAN, USER, OR VISITOR OF OR TO THE SITES, WHETHER MADE ON THE SITES OR USING ANY SITE MATERIALS (SUCH AS SOFTWARE AVAILABLE THROUGH THE SITES), SHALL CREATE ANY WARRANTY.

Limitation of Liability

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Indemnification

You agree to indemnify Bank of the West and our affiliates and agents from any third-party lawsuits, claims, demands, damages, liabilities, and costs and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Sites, or your breach or alleged breach, of the covenants, representations or warranties of these Terms.

Privacy

With respect to content collected through our Sites, we follow the applicable privacy policies of the third-party hosts of our Sites. Please note that these third parties have their own terms and conditions and privacy policies.

Third Party Links

Some links on the Sites may link to third-party sites. Such links are provided solely as a convenience to you. If you use these links, you will leave the applicable Site. You understand that when going to a third-party web site, that site is governed by the third party's privacy policy and terms of use, and the third party is solely responsible for the content and offerings presented on its website. We are not obligated to review such third-party websites, do not control such third-party websites, and are not responsible for any such third-party websites or their content (or the products, services, or content available through the same). Thus, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Sites, you do so entirely at your own risk.

Linking to the Sites

You may create links to our Sites from other websites, but only in accordance with the following terms and in compliance with all applicable laws. Absent our written authorization otherwise, a website that links to the Sites: (a) may link to, but shall not replicate,

any content of the Sites (including any Bank of the West logo or Mark); (b) shall not create a browser or border environment around any content of the Sites; (c) shall not imply that we endorse such website or any products, services, or content available through such website; (d) shall not present false or misleading information about us, our products, or its services; (e) shall not contain content that could be construed as distasteful, offensive, or controversial; and (f) shall contain only content that is appropriate for all age groups.

Relationship

Your accessing of our Sites in no way shall be deemed to create an agency or employee-employer relationship of any kind between you and Bank of the West, nor do these terms extend rights to any third party. You also agree that in the course of your accessing and using our Sites, that no relationship is formed between yourself and Bank of the West that is either confidential or fiduciary in nature beyond any existing relationship you may have with us.

Governing Law; Jurisdiction

You agree that your use of the Sites is governed by the laws of the State of California and any applicable federal United States laws. You agree that any dispute or claim against us, our parent or our affiliates arising out of or relating to these Terms or your use of, or access to, the Sites shall be resolved in a state or federal court located in the State of California and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.