### Terms of Use

By accessing any page of the Belay Bank website at <a href="www.belaybank.com">www.belaybank.com</a> (collectively, the "Website"), you accept and agree to be bound by the terms and conditions below. The Website is offered and available to users who are 13 years of age or older [and reside in the United States or any of its territories or possessions]. By using the site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

. "We," "us" or "our" means Belay Bank and its affiliates including, but not limited to, First Bank and FB Corporation.

## INTELLECTUAL PROPERTY RIGHTS AND TRADEMARKS

The Website 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 Belay Bank, its affiliates, 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 of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website without our prior written consent.

"Belay Bank" is a division of First Bank. The words "Belay Bank" and the Belay Bank logo are registered trademarks of FB Corporation, the parent company of First Bank.

#### FDIC INSURANCE

Belay Bank is a division of First Bank. First Bank is a Missouri state chartered bank and a Member FDIC. The products offered by First Bank are insured up to applicable FDIC insurance limits. It is important to note that Belay Bank and First Bank are treated as the same entity for purposes of calculating FDIC insurance limits. If you hold accounts at First Bank and Belay Bank they will be combined for FDIC insurance purposes and will not be separately insured by the FDIC.

# USE OF INFORMATION AND MATERIALS

Unauthorized use of the Website or and systems including but not limited to unauthorized entry into Belay Bank systems, or misuse of any information posted on the Website is strictly prohibited. The information on the Website is for your information only. We do not warrant its completeness, timeliness, or accuracy. We do not undertake any responsibility to update or amend any information. The products and services described, as well as the related fees, charges, interest rates, and balance requirements may differ among geographic locations and not all products and services may be offered at all locations. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by Belay Bank. We reserve the right to terminate any or all web offerings without prior notice. By offering information, products or services on this website, we are not making a solicitation where their offer is prohibited by law.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

# **SUBMISSIONS**

All information you submit to us via the Website is the property of Belay Bank. We may use any idea, concept, know-how or technique contained in information you provide to us through the site for any purpose. Belay Bank shall not be subject to any obligations of confidentiality regarding submitted information except as agreed in writing signed by both parties or as required by law.

#### LINKS

THIS SITE MAY CONTAIN LINKS TO WEBSITES CONTROLLED OR OFFERED BY THIRD PARTIES (NON-AFFILIATES OF BELAY BANK). BELAY BANK HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE

THIRD-PARTY SITES LINKED TO THIS WEBSITE. BELAY BANK DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT SUCH WEBSITES. BELAY BANK SHALL NOT BE LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. BELAY BANK DOES NOT WARRANT THAT ANY SUCH SITE OR CONTENT IS FREE FROM VIRUSES OR OTHER CONTAMINATION. THE PRIVACY POLICY OF ANY THIRD PARTY MAY BE DIFFERENT FROM THAT OF BELAY BANK AND MAY BE LESS SECURE THAN THE BELAY BANK SITE.

### **NO WARRANTY**

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE". BELAY BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. BELAY BANK GIVES NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS REGARDING EITHER THE INFORMATION OR THE MATERIALS.

### LIMITATION OF LIABILITY

BELAY BANK WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR ANY LINKED SITE, THE USE OR INABILITY TO USE ANY SUCH SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF BELAY BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Belay Bank, its affiliates and their respective directors, officers, employees and agents, from and against all claims and expenses, including attorneys' fees, arising out of your violation of these Terms of Use or misuse of the Website, including any such violation or misuse by your employee or agent, as applicable.

## ADDITIONAL TERMS

Certain sections or pages on the Website may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

#### **CHANGE IN TERMS**

We may change or update the content of these terms and conditions from time to time without notice. You should check this webpage regularly to be familiar with the most current terms and conditions. If you do not agree with the terms, you should discontinue your use of the Website.

## **GOVERNING LAW**

All matters relating to the site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri, in each case located in the County of St. Louis. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.