

BOU CHAT Service Terms and Conditions

Please read these Terms and Conditions (hereinafter “Terms and Conditions” or “Terms”) that will govern your use of the BOU CHAT Service. These Terms and Conditions are in addition to any terms provided to you for other products or services offered by Bank of Utah (BOU).

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING BOU CHAT. BY USING BOU CHAT, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE BOU CHAT.

BOU allows you a non-exclusive, limited license to utilize the BOU Chat Service. This license does not supersede any agreements you have with your mobile service provider. You understand that the agreements with your mobile service provider may provide for fees, limitations, and other restrictions which might impact your use of BOU CHAT (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the BOU CHAT Application, receiving or sending text messages, or other use of your mobile device when using BOU CHAT), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that your mobile service provider is responsible for its products and services, and it is responsible for the availability, functionality, operation, and security of any mobile network which you utilize to access BOU CHAT.

By using BOU CHAT, you agree to comply with these Terms and Conditions and allow BOU to communicate with you electronically regarding banking. BOU services are not restricted to the BOU CHAT, and you may contact a representative by telephone 801-409-5000 or contact us at <https://www.bankofutah.com/contact-us>. For questions regarding your BOU accounts that cannot be addressed using BOU CHAT, or if BOU CHAT is not available, please call 801- 409-5000.

To agree with these Terms and Conditions and begin using BOU CHAT, click “Agree” below.

Definitions Applicable to These Terms and Conditions

- i. “Us” “our” and “BOU” mean Bank of Utah.
- ii. “Account(s)” means an existing account or prospective account at Bank of Utah.
- iii. “Service Provider” means any other third party that We have engaged to provide products or services in connection with BOU CHAT, and includes any agent, independent contractor, or subcontractor of such third parties.
- iv. “BOU CHAT Service” or “BOU CHAT” is the application and service used by an individual to communicate back and forth with a BOU Agent (as defined below). BOU CHAT Service includes any efforts taken on your behalf initiated via a chat session.
- v. “Agent(s)” means BOU staff members.
- vi. “Account Agreement” means the agreements, disclosures, terms and conditions, rules, or notices that specifically apply to your Accounts.

- vii. “BOU Content” means authorship of any kind including any text, graphics, images, software, audio, video, and information or other materials that are posted, generated, provided, or otherwise made available through BOU CHAT to you.

Read Our Privacy Policy

By using BOU CHAT service, you consent to BOU sharing your personal information as outlined in our Privacy Policies located on the bank’s website: <https://www.bankofutah.com/privacy-policy/protecting-personal-information>

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of BOU CHAT may be used by us, our affiliates, and our Service Providers to conduct analytical research, performance tracking, and benchmarking. Our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to unaffiliated third parties.

Who Can Download & Use BOU CHAT?

You may download and use BOU CHAT if you are over 18 years of age and are not barred from receiving BOU CHAT under applicable law. Additionally, to access the BOU CHAT Application, you must: (i) access BOU CHAT with an Android or iOS device; (ii) maintain a valid e-mail address and United States mobile telephone number; and (iii) establish and maintain valid log-in credentials (including a password) for BOU CHAT.

Prohibited Uses

You agree you will not use or attempt to use BOU CHAT for any purpose other than conducting banking related business with BOU as a bona fide consumer of Bank of Utah.: In your use of BOU CHAT, you further agree not to:

1. interfere with the contractual relationship between BOU and its employees or cause a breach of customer or employee information;
2. violate 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 United States or other countries);
3. advertising, solicitations, schemes, spam, flooding, or other unsolicited commercial communications;
4. transmit any disabling or harmful computer codes or viruses, including Trojan horses, worms, logic bombs, or other material that is malicious or technological harmful;

5. harvest email addresses from BOU CHAT application or use any robot, spider, or other automatic device, process, or means to access BOU CHAT for any purpose, including monitoring or copying any of the material on BOU CHAT;
6. attempt to gain unauthorized access or interfere with our network services or attack BOU CHAT via denial-of-service attack or a distributed denial-of-service attack;
7. harm or limit our ability to operate any part of BOU CHAT or any consumer's ability to access and use BOU CHAT;
8. illegally imitate or otherwise misrepresent your affiliation with any person or entity;
9. upload or spread any pornographic, obscene, sexually explicit, abusive, violent, discriminatory, hateful, threatening, defamatory, offensive, harassing content or images;
10. abuse, intimidate, harm, threaten, or harass any other person in any way or involves images or content that promotes, encourages, depicts, advocates, or tends to incite the commission of a crime or other illegal activities;
11. transmit or upload any confidential, proprietary, or trade secret information without our prior written consent;
12. exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
13. use any manual process to monitor or copy any of the material on BOU CHAT, or for any other purpose not expressly authorized in these Terms, without our prior written consent; and
14. use any device, software, or routine that interferes with the proper working of BOU CHAT.

Any perceived, attempted, or actual violation of this provision may result in a delay or hold being put on an existing account, failure to establish a BOU CHAT account, or the immediate termination of your ability to access BOU CHAT. If you have questions about whether you are authorized to use BOU CHAT call 801-409-5000.

Our Location

BOU operates and controls BOU CHAT from Utah in the United States of America. BOU CHAT Service Agents may provide information regarding products and services that are available only in the United States. BOU makes no representation that the products or services about which information may be provided will be available (a) anywhere outside of the United States or (b) in every state within the United States. Accessing BOU CHAT from territories where any content of BOU CHAT is illegal is prohibited. If you choose to access BOU CHAT from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

When and Extent to which BOU CHAT is Available

BOU CHAT will be made available as often as possible. We make no promises that BOU CHAT will be available at any particular time, with any particular Agent, or be free from fault or error.

BOU CHAT is a convenience we provide to you. Our Agents will try to provide you with accurate and current information based on your question, need, and the information you provide. Nothing we communicate in BOU CHAT will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in BOU CHAT does not constitute consent by you or us to use electronic signatures as a substitute for written documents.

Necessary Equipment

Full use of BOU CHAT is dependent on your use of Internet access and a supported mobile device. The security and maintenance of this equipment may influence the performance of BOU CHAT and it is your responsibility to ensure the equipment's functionality.

A list of supported Apple iOS operating systems may be found here: [Apple App Store](#)

A list of supported Google Android operating systems may be found here: [Google Play Store](#)

Registration and Password

To use BOU CHAT, you must register through Bank of Utah's official BOU CHAT software application, which is available free of charge. You are responsible for maintaining the privacy of your login information and password. You agree to immediately notify us of any unauthorized use of your login information or password. You also signify that the information you provide about yourself is accurate and you agree to update account information, as necessary, including providing BOU with your current e-mail address, so that you may receive notifications and other bank related communications.

If BOU sends to you any notice or other correspondence via electronic mail, it shall be your responsibility to ensure receipt of that communication. BOU shall not be responsible for communication not received by you for any reason, including but not limited to rejection due to size, format, or content.

Account Security

BOU or any of our Service Providers will never ask you to write/type your debit card PIN (personal identification number), your full account number, or online banking password through BOU CHAT. We will not ask you to write/type your full social security number unless it is in connection with a loan, deposit, or other product application initiated by you and you request to proceed with the application through BOU CHAT. In such event, BOU will comply with all applicable regulatory requirements and disclosure obligations. If, at any time, you believe a

security breach has occurred, immediately cease use of the application, and contact us at 801-409-5000.

You agree to comply with all security procedures for the BOU CHAT service established by us or set forth in any written user requested communication. You are solely responsible for (i) maintaining internal security procedures on your own devices; (ii) safeguarding the confidentiality and security of information obtained from your Accounts along with any other information that is either downloaded, printed from, or stored on your mobile device or computer (iii) and to prevent errors or unauthorized access to BOU CHAT.

Permission to Access Your BOU Accounts

By initiating a session in BOU CHAT you give our Agents permission to access any personal and transactional information we have about you.

Give Us Feedback

As part of using BOU CHAT, we will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of BOU CHAT. You agree that in the absence of a separate written agreement to the contrary, BOU is free to use any feedback you provide for any purpose.

You Agree to Receive Alerts, Notifications, and Other Communications

To enhance your experience with the BOU CHAT service, you may opt to receive text message notifications by registering your supported mobile device. By registering your telephone number for text-based services, you agree to receive text message communications from us regarding BOU CHAT and supported BOU products and services. You are responsible for any messaging or data fees you may be charged by your wireless carrier. You can control message frequency and manage your communication preferences from your account settings within the BOU CHAT app or your phone settings. If your mobile device is lost or stolen, call 801-409-5000 to update your account settings.

Text message availability and functionality is not guaranteed by BOU and should be used by you at your own risk.

Changes to BOU CHAT

We may change or discontinue, temporarily or permanently, any feature or component of BOU CHAT or BOU CHAT itself at any time without further notice. You agree BOU will not be liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of BOU CHAT or of BOU CHAT itself.

Termination

If you violate any of these Terms, we reserve the right to restrict your access to BOU CHAT, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete information related to your use of BOU CHAT. You may cancel your access to BOU CHAT at any time by calling us at 801-409-5000.

Upon termination, discontinuation, or cancellation of BOU CHAT or your Account for any reason, BOU retains the right to use any data collected in accordance with these Terms. All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

Our Enforcement Rights

You may only use BOU CHAT for lawful purposes and within the scope of these Terms. BOU has the right to monitor access or use of BOU CHAT for the purpose of operating BOU CHAT, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and pursuant to legal process, we may cooperate with law enforcement authorities to prosecute users. We reserve the right (but are not required) to remove or disable access to BOU CHAT at any time and without notice, and at our sole discretion, if we determine your use of BOU CHAT is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects BOU CHAT. YOU WAIVE AND HOLD HARMLESS BOU AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Our Content Rights

BOU Content and BOU CHAT and its underlying technology are protected by the copyright, trademark, patent, intellectual property, and other laws of the United States and other countries. You agree not to remove, change, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying BOU CHAT. The copying, downloading, printing, redistribution, or republication of any material contained in BOU CHAT for any commercial purpose are prohibited without the express, written permission of BOU. Nothing contained herein shall be construed as conferring any license or right under any BOU patent, copyright, or trademark.

We Will Not Publish, But May Monitor and/or Record Your Conversations

The content of BOU CHAT Service conversations will not be published by Bank of Utah, except where required by law.

Please note however, we may monitor, record, or reuse BOU CHAT Service conversations for quality assurance, training, and other permitted business purposes. You agree this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Use BOU CHAT at Your Own Risk

Our goal is to provide helpful and accurate information on BOU products and services and to fulfill requests within the scope of BOU CHAT. However, we make no endorsement, representation, or warranty of any kind about any BOU information, services, or recommendations and recommend you follow-up to confirm your intended outcome is obtained. **You assume all risks and all costs associated with your use of BOU CHAT, including, without limitations, any internet access fees, or costs incurred for the use of your device and any damage to any equipment, software, information, or data.** If you rely on communications made through BOU CHAT, you do so solely at your own risk.

Disclaimers

BOU CHAT and associated BOU products and services are provided on an “as-is” basis without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising from a technical glitch or computer virus. We make no warranty BOU CHAT will meet your requirements or be available on an uninterrupted, secure, or error-free basis. BOU CHAT may contain errors or inaccuracies that could cause failures, corruption, or loss of data and/or information. We make no warranty regarding the quality, accuracy, timeliness, completeness, or reliability of BOU CHAT. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than BOU CHAT to ensure the accuracy and completeness of those transactions. **You agree that if you rely exclusively on BOU CHAT, you do so solely at your own risk.**

Indemnity

You agree to indemnify, defend, and hold BOU and its subsidiaries, affiliates, contractors, officers, directors, employees, consultants, agents, Service Providers, and licensors (collectively the “Indemnified Parties”) from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, reasonable attorneys’ fees) incurred by the Indemnified Parties in connection with any claim arising out of, based upon, or resulting from (i) your access to and/or use of BOU CHAT; and/or (ii) your breach or violation of these Terms and Conditions or Account Agreements. Without limiting the foregoing, you agree to indemnify, defend, and hold the Indemnified Parties harmless from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, reasonable attorneys’ fees) incurred by the Indemnified Parties in connection with any (i) a third party claim, action, or allegation of infringement, misuse or misappropriation based on information, data, files, or other materials submitted by you to or through BOU CHAT; (ii) any fraud, manipulation, or other breach of these Terms and Conditions or the Account Agreements by you; (iii) any third party claim, action, or allegations brought against BOU arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (iv) your violation of any law or rights of a third party; or (v) use of BOU CHAT by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting

any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

Limitation of Liability

In no event will BOU or any of its subsidiaries, affiliates, officers, directors, employees, consultants, agents, contractors, Service Providers, or licensors be liable under any contract, tort, negligence, strict liability, or other claim for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use BOU CHAT; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through BOU CHAT, or (iv) any other failure, action, or omission.

Dispute Resolution

Governing Law: These Terms and the resolution of any disputes arising hereunder will be governed by and construed in accordance with the laws of the State of Utah.

Judicial Forum for Disputes: If there is a dispute or issue relating to your account or to this Agreement, you agree any judicial proceeding will be brought in Weber County Court of Common Pleas, Utah.

General Terms

Except as otherwise stated herein, these Terms constitute the exclusive and entire understanding and agreement between you and BOU regarding the BOU CHAT service, and these Terms supersede and replace all prior oral or written understandings or agreements between you and BOU regarding the BOU CHAT service. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Bank of Utah's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. BOU may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by BOU under these Terms, including those regarding modifications to these Terms, will be given via this BOU CHAT app.

We may waive any term or provision of these Terms at any time or from time to time. Bank of Utah's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing

and signed by a duly authorized representative of Bank of Utah. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Other Terms May Apply

Terms for other products or services may conflict with these Terms. In these cases, the terms of the Account Agreement will control.

These Terms May Change

BOU may make changes to these Terms over time and for any reason at our sole discretion. If we make changes to these Terms and Conditions, the changes will be posted in the BOU CHAT app, and you may be asked to re-consent to the new or modified terms. You may also see the current agreement here <https://www.bankofutah.com/privacy-policy/protecting-personal-information>. When you use BOU CHAT after a modification is posted, you consent to the modified terms.

Contact Us

Please contact us if you have any questions about these Terms. You can communicate with us in any one of the following ways:

- **Email** - <https://www.bankofutah.com/contact-us>
- **Telephone** - You can contact us by telephone at 801-409-5000.
- **Mail** - You can write to us at:
Bank of Utah
P. O. Box 231
Ogden, UT 84402-0231