

LEGAL NOTICES

TERMS AND CONDITIONS FOR USE OF THE PNB WEBSITE

The Pacific National Bank website (“PNB website”), and any services provided in connection with the PNB website, are provided expressly subject to the terms and conditions described here, as well as to the terms and conditions of the Pacific National Bank internet banking agreement (collectively the “PNB website terms”). Please read all of the PNB website terms carefully. By accessing the PNB website you agree to be bound by the PNB website terms. The PNB website terms are subject to change at any time without notice. Any use or access of the PNB website after any changes are made to the PNB website terms will constitute your acceptance of the revised PNB website terms. Therefore, you should periodically review the PNB website terms. You should immediately discontinue using or accessing the PNB website if you do not agree to the PNB website terms.

CONTENT

The information contained on the Pacific National Bank website (the “PNB website”) is for informational purposes only. Pacific National Bank (also referred to as “we”, “us”, or “our”) may, from time to time, change, add, revise, update, or delete the information, products or services described on the PNB website or discontinue the operation of the PNB website at any time, without providing prior notice to you and without any liability to you. Any information we publish on the PNB website that is dated shall be effective from and after its date of publication. Pacific National Bank does not undertake, and it expressly disclaims, any obligation or responsibility to update, revise or amend any information contained on the PNB website. The PNB website, and any products or services described herein, are not intended to be distributed to, made available to, or used by any person or entity in any jurisdiction, state or country where such distribution, availability or use would violate applicable law.

DISCLAIMERS OF WARRANTY

The information contained in or accessed through the PNB website is provided “as is” and “as available” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In addition, no warranty is made that operation of the PNB website shall be free of errors or omissions, virus-free or uninterrupted. References to any entities and to their services and products are provided “as is” without warranty of any kind, either expressed or implied. In no event shall Pacific National Bank be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not Pacific National Bank is advised of the possibility of damage, or on any theory of liability arising out of or in connection with the use or unavailability of the PNB website, the inaccuracy of any information contained on or available through the PNB website, or arising out of any information contained on or available through the PNB website.

PERMITTED USE

Unauthorized use of the PNB website and any Pacific National Bank systems, including but not limited to, unauthorized entry into Pacific National Bank systems, unauthorized use of passwords or misuse of any information posted on the PNB website is strictly prohibited. You agree that you will not use the PNB website for any illegal purpose. You further agree that you will not transmit any unlawful, harassing, libelous, abusive, threatening, obscene or other derogatory information through the PNB website. Use of the PNB website may be monitored, tracked and recorded, and by accessing and using the PNB website, you expressly consent to such monitoring, tracking and recording.

SUBMISSIONS

Pacific National Bank is not seeking or accepting unsolicited ideas, suggestions or materials relating to the development of services and products. Any information you transmit to Pacific National Bank via the PNB website or via e-mails to Pacific National Bank that contain unsolicited ideas, suggestions, or materials will be considered non-confidential and non-proprietary. Any such information shall be and shall remain the sole and exclusive property of Pacific National Bank and Pacific National Bank shall have no obligation with respect thereto. Pacific National Bank may copy, disclose, distribute, incorporate, and otherwise use such communications for any purpose whatsoever, whether commercial or noncommercial, without compensation.

THIRD PARTY SITES

The PNB website may contain links to websites owned, operated or controlled by third parties (“third party sites”). Any links to third party sites are provided solely for convenience purposes only. You acknowledge that: (i) Pacific National Bank has no control over the content contained on such third party sites; (ii) Pacific National Bank makes no warranties, either express or implied, concerning such third party sites including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement; (iii) Pacific National Bank does not endorse or guarantee the products, information, opinions, ideas, or services offered at such third party sites; and (iv) Pacific National Bank is not liable for any failure of the products or services advertised or provided on such third party sites.

INDEMNIFICATION

You agree to indemnify and hold Pacific National Bank and our service providers harmless from and against any and all claims, demands, losses, charges, expenses, legal fees, costs and liabilities of whatever kind or description, including, without limitation, reasonable attorneys fees at all levels, arising out of or related in any way to your use of the PNB website, your violation of these terms and conditions or your infringement of any intellectual property or other right of any person or entity by means of the PNB website.

COPYRIGHT & TRADEMARKS

All information contained on or available through the PNB website is protected by copyright law in the United States of America. The name Pacific National Bank is a trademark of Pacific National Bank. The information contained in the PNB website is owned by Pacific National Bank (unless otherwise indicated). You may not copy, transmit, display, distribute, license, modify, alter, reproduce, sell or publish such information, or use such information for commercial purposes, without the express written consent of Pacific National Bank. You may download or copy information from the PNB website solely for your personal, non-commercial use, as long as you do not remove any copyright, trademark or other notice that may be contained in the downloaded or copied information.

MISCELLANEOUS

The terms and conditions described herein are not intended to alter, affect or amend any terms and conditions between you and Pacific National Bank that are applicable to a particular product or service. In the event of a conflict, the terms and conditions applicable to the particular product or service shall govern. You acknowledge and agree that no oral representations by a Pacific National Bank representative may vary, modify or amend these terms and conditions. No failure or delay by us in exercising any right or remedy hereunder shall constitute a waiver thereof. If any provision of these terms and conditions is deemed to be invalid or unenforceable, in whole or in part, then, to the extent possible, all of the remaining provisions of the terms and conditions contained herein shall remain in full force and effect.