CHAIN BRIDGE BANK, N.A.

TERMS OF USE

These terms of use (*"Terms of Use"*) are provided on behalf of Chain Bridge Bank, N.A. (*"Bank," "we," "us"* and *"our"*). By using <u>www.chainbridgebank.com</u>, including any pages thereof (the *"Website"*), you acknowledge that you have read, understand and agree to be bound by these Terms of Use, regardless of whether or not you are a Bank client or registered user of our products or services (each, a *"Service,"* and collectively referred to as the *"Services"*). If you do not wish to be bound by these Terms of Use, you should not access or use the Website or Services. If there is any inconsistency between these Terms of Use and another agreement you enter into that is applicable to Services offered on the Website, then the other agreement will take precedence as it applies to the Services.

CHANGES AND MODIFICATIONS

We reserve the right in our sole discretion for any reason to temporarily or permanently modify or discontinue the Website or any portion of the Website or modify these Terms of Use at any time without notice to you. Changes to these Terms of Use will become effective immediately upon the posting thereof. Please review these Terms of Use from time to time because your continued use of the Website following the posting of changes will constitute your acceptance of the revised Terms of Use.

LINKS; THIRD-PARTY SITES

We are not responsible for the information practices employed by third-party sites linked to or from our Website. Since third-party websites may have different privacy policies and/or security standards, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information. These third-party sites are not investigated, monitored or endorsed by the Bank, nor do we make any representation or warranty, express or implied, regarding the content on any third-party site, and we hereby disclaim any liability of any nature whatsoever for, any information or products offered by such third-party sites.

YOUR ACCOUNT; SECURITY

You will be required to create an account to access certain parts of the Website and use the Services. When you create an account, you will be required to pick a username and a password. You may not disclose your username or password to any third party. If you learn of any unauthorized use of your password or account, please contact us immediately.

You agree to (i) maintain the security of your username and password, (ii) maintain and promptly update any information you provide to us in connection with your account and to keep it accurate, current and complete, and (iii) be fully responsible for all use of your account and for any actions that take place using your account.

RESTRICTIONS ON USE

You agree to abide by all applicable laws and regulations in your use of the Website and the Services. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website. You agree that you will not register for an account on behalf of an individual other than yourself or impersonate any other person or entity, or falsely state or otherwise misrepresent your identity, age, or your affiliation with any person or entity. You further agree that you will not use or attempt to use another individual's account without our authorization.

INTELLECTUAL PROPERTY

You agree that the Website and all logos related to our products and Services are our or our licensors' trademarks or registered trademarks. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons and scripts are our service marks, trademarks and/or trade dress. You may not copy, imitate or use them without our prior written consent. All right, title and interest in and to the Website, any content thereon, our products and Services, the technology related to our products and Services, any and all technology and any content created or derived from any of the foregoing are our or our licensors' exclusive property.

NO WARRANTIES; DISCLAIMERS

Although reasonable efforts are made to ensure that the material appearing on this Website is correct and reasonably timely, accuracy and timeliness are not guaranteed. We make no representations or warranties as to the accuracy and timeliness of the material on the Website and assume no responsibility for the consequences of its use. Your use of this information is at your own risk.

THIS WEBSITE, OUR SERVICES AND ALL OF THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (II) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE WEBSITE OR SERVICES OR ANY ASPECT THEREOF; (III) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (IV) THE WEBSITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY BANK; AND (V) THAT ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. WE DO NOT WARRANT THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

LIMITATION ON LIABILITY

You agree that all access and use of the Website and its contents and your use of the Services is at your own risk. Neither Bank, nor any third party involved in creating, producing or delivering the Website and/or Services, has or will have any responsibility for any consequences relating, directly or indirectly, to any action or inaction that you may take based on the Website and/or Services, or any aspect thereof.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES NOR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, NOR ANY THIRD-PARTY PROVIDERS TO THE WEBSITE, ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OF THE WEBSITE, OR WITH ANY DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, FEDERAL OR STATE SECURITIES LAWS, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NO ACTION ARISING OUT OF OR PERTAINING TO THESE TERMS OF USE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Bank, its affiliates, partners, officers, employees, agents, representatives, suppliers and content and service providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use or any activity, including negligent or wrongful conduct, by you in connection with your use of this Website or the Services. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing or delivering the Website or Services reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without the prior written consent of Bank and any such third party.

HOW WE COLLECT YOUR INFORMATION AND USE COOKIES

We or our service providers and other companies we work with may deploy and use cookies, web beacons, local shared objects and other tracking technologies for various purposes, such as fraud prevention and monitoring our advertising and marketing campaign performance. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online Services.

To help provide our Services, enhance your experience and collect information about mobile activity, we may place small data files on your computer or mobile device. These data files may be in the form of cookies, pixel tags, local shared objects or other similar technologies. Cookies and similar technologies enable us to personalize our application and Services for you. These technologies may allow us to store and manage your preferences and settings, measure and analyze how you use our Website and the effectiveness of our communications, offer services and help us improve our services and security.

- "Cookies" are small amounts of data a website can send to a visitor's web browser. They are often stored on the device you are using to help track your areas of interest. Cookies may also enable us or our service providers and other companies we work with to relate your use of our online Services over time to customize your experience. Most web browsers allow you to adjust your browser settings to decline or delete cookies, but doing so may degrade your experience with our online Services.
- Clear GIFs, pixel tags or web beacons—which are typically one-pixel, transparent images located on a webpage or in an email or other message—or similar technologies may be used on our Website and in some of our digital communications, such as email or other marketing messages. They may also be used when you are served advertisements or you otherwise interact with advertisements outside of our online Services. These are principally used to help recognize users, assess traffic patterns and measure Website or campaign engagement.
- Local shared objects, sometimes referred to as "flash cookies," may be stored on your hard drive using a media player or other software installed on your device. Local shared objects are similar to cookies in terms of their operation but may not be managed in your browser in the same way. For more information on managing local shared objects, click here: https://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html.
- Most browsers provide you with the ability to block, delete or disable these technologies. If you choose to reject cookies or similar technologies, some Services may not be available or some functionality may be limited or unavailable. Please review your mobile device help pages for assistance with changing your settings.
- Your IP Address is a number that is automatically assigned to the device that you are using by your Internet Service Provider (ISP). An IP Address is identified and logged automatically in our server log files whenever you visit our Website, along with the time of the visit and the page(s) that were visited. We use IP Addresses for purposes such as calculating Website usage levels, helping diagnose server problems, to personalize/tailor your experience while engaging with us online and offline, for compliance and security purposes, for advertising, and administering the Website.

COPYRIGHT COMPLAINTS

If you believe that any material on the Website infringes upon any copyright that you own or control, you may send a written notification to us via email at <u>clientservice@chainbridgebank.com</u>, or via regular mail at Chain Bridge Bank, N.A., 1445-A Laughlin Avenue, McLean, VA 22101. In your notification, please:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim have been infringed;
- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- provide your contact details, including an email address; and
- provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any principles of conflicts of law. The Website is controlled and operated by Chain Bridge Bank, N.A. from its offices within the Commonwealth of Virginia, United States of America. The Bank makes no representation that the Website or the Services are appropriate or available for use in other locations. The information provided on this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Bank, its affiliates, employees, directors, officers or agents to any registration requirement within such jurisdiction or country.

CONTACT US

If you have questions or concerns regarding the Website or these Terms of Use, please contact us:

Chain Bridge Bank, N.A. 1445-A Laughlin Avenue McLean, VA 22101 Email: clientservice@chainbridgebank.com Phone: 703-748-3430