

# Terms of Use

**BY ACCESSING OR USING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS OF USE. PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THIS SITE:**

## **Introduction and Use of the Site**

Medallion Bank (the “Bank,” “we,” “us,” or “our”) maintains this site to provide you with information about our products and services. The Bank requires that all the visitors to our site(s), medallionbank.com or any other Medallion site, on the Internet (individually and collectively the “Site”) adhere to the following rules and regulations. By accessing or using the Site you indicate your acknowledgment and acceptance of these terms and conditions, and you agree to be bound thereby.

Your use of the Site may be suspended at any time, in the discretion of the Bank.

## **The Bank’s Intellectual Property**

All intellectual property related to the Site such as its content, features, functionality, or design, is property of the Bank, unless otherwise indicated, even if such property does not include a copyright or trademark notice (the “Bank’s Intellectual Property”). The Bank’s Intellectual Property may include, for example, logos, slogans, content, the pages, screens, text, sound recordings, web design, functionality, features, and layout, and other images appearing on the Site. Any person is authorized to use the Site and view the information available on the Site for informational purposes only. The Bank’s Intellectual Property may not be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, or used to create a derivative work or otherwise used for public or commercial purposes without written permission of Medallion Bank.

## Links To Third-Party Sites

The Site contains links to other sites. Please be aware that Medallion Bank is not responsible for the privacy practices of other such sites. We encourage our users when they leave the Site to read the privacy statements of each and every web site that collects personally identifiable information. Medallion's Customer Privacy Notice applies solely to information collected by the Bank at the Site.

## Fraudulent Correspondence

Please be wary of any email claiming to be from Medallion Bank urging you to update sensitive personal information, or follow a link to verify your identity. Medallion Bank will never request this type of information by means of an unsolicited email. Though these emails and websites may appear virtually identical to Medallion Bank's website(s) and messages, they are in fact methods used to capture your personal information and commit fraud. We encourage you to exercise great care in the protection of your personal information, such as passwords, account numbers, personally identifiable information (e.g., date of birth, social security number, address, etc.), and that you only disclose it when you know the true identity of the other party and it is being disclosed securely and only for legitimate business purposes.

## Privacy

The Bank's online privacy practices are set forth in the [Customer Privacy Notice](#).

The Bank also adheres to the rules and regulations applicable to banks generally as set forth in the Gramm-Leach-Bliley Act and its implementing regulations.

## Change in Terms

These Terms of Use may change at any time, in the Bank's discretion, but will always be provided on the Site.

Any information, materials, product offerings, services, as well as terms and conditions on the Site are subject to change at any time, in the discretion of the Bank, and without notice to you. Any dated information on the Site is "As Of" its date only. We will use every effort to include accurate and up to date information on the Site, but we make no warranties or representations as to the precision of the information. You may contact Medallion Bank to verify the accuracy of information.

## **Limitation of Liability**

Medallion Bank is not responsible for any errors in or omissions from the information contained in or accessed through the Site caused by human, mechanical, communication, and equipment related errors and/or failures. All such information is provided "AS IS" to the user without express or implied warranties of any kind including the warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose.

Medallion Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our visitors to periodically scan their computers and diskettes using a reliable virus detection product to detect and remove any viruses. Medallion Bank will not be liable for any delay, difficulty in use, inaccuracy of information, malicious code, or other defect in the Site, or for the incompatibility between the Site and files in your browser or other site-accessing program. Nor will Medallion Bank be liable for any other problems you experience caused beyond our control such as, but not limited to, your disclosure of personal, or confidential, information to another party even if done under the mistaken belief that such information is being shared with Medallion Bank when it is not.

Medallion Bank will under no circumstances be liable to you and/or any third party for any lost profits or lost opportunity, or any indirect, special, consequential, incidental or punitive damages whatsoever, arising in connection with the Site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line or system failure, even if Medallion Bank has been advised of the possibility of such damages.

## **Governing Law and Jurisdiction**

These Terms of Use are governed by and construed in accordance with the laws of the State of Utah. By accessing and using the Site you agree that any action relating to or arising from these Terms of Use will be brought in the State of Utah and you hereby consent to the jurisdiction of the courts located in Salt Lake County, State of Utah.