

# PurePoint® Financial Social Media Terms

PurePoint Financial is a division of MUFG Union Bank, N.A. As used in these PurePoint Social Media Terms (the “Terms”) the words “we,” “our,” “us,” and “the Bank” refer to MUFG Union Bank, N.A., its subsidiaries and affiliates (“PurePoint”). The word “you” or “your” refer to you individually, and to your company if you are using the Page on behalf of your company.

PurePoint’s Social Media pages (the “Pages”) are presented by PurePoint. They include, without limitation, Facebook, Twitter, LinkedIn, Instagram, YouTube, tumblr, Google+, SnapChat, Musical.ly, Pinterest, Reddit, MySpace, Vimeo, and any platform that PurePoint has an officially represented account for PurePoint with. By using one or more of the Pages, you agree to these Terms, as well as all other applicable policies posted by the Pages and PurePoint, including PurePoint’s [Community Guidelines](#).

Do not disclose financial, personal, confidential, or other sensitive information through the Pages. We will never ask you for your account information, social security number, or any other personal information through the Pages. Your disclosures and posting on the Pages are subject to the Pages’ control, terms of use and disclosures including data use and privacy. PurePoint is not responsible for the Pages’ actions, omission, terms, privacy and security policies.

## **1. Right to Modify, Shut Down, or Deny Access to The Pages**

PurePoint reserves the right to modify the content, features, and functionality of the Pages, to take down the Pages, and to limit or deny access to all or part of the Pages at any time, for any reason, without prior notice, and will not be liable to you, your company, or any third party in any way for any possible loss, liability or consequence of such actions.

## **2. Disclaimer of Liability / Indemnification**

We are not responsible for any liability you may incur as a result of or in connection with your use of the Pages or any site or service linked from the Pages, or your failure to comply with these Terms or any other applicable policies or procedures. Your sole remedy for dissatisfaction with any of the foregoing is to stop using the Pages or any site or service linked from the Pages.

You shall indemnify, defend, and hold harmless PurePoint, and its officers, employees and agents, from any and all losses, injuries, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys’ fees), resulting from claims made by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Pages, your submissions, postings, or transmissions on the Pages, your violation of any policies or rules governing the Pages, or your violation of any third party rights.

## **3. Information Disclaimer**

Facts, data, information, and other content posted on the Pages by PurePoint are believed to be reliable when posted. PurePoint is not responsible for any data, content, or information posted by users. PurePoint cannot guarantee that any content is accurate or complete at all times. This is not an offer to sell or a solicitation of any offer to buy any financial products of Union Bank.

#### **4. Intellectual Property**

The materials posted on the Pages by PurePoint are protected by copyright, trademark or other intellectual property rights owned by PurePoint, unless otherwise stated. The Pages are made available to you for your personal, non-commercial use only. Nothing contained on the Pages grants or should be construed as a license or right to make commercial use of any PurePoint or third-party copyrighted materials, trademark or intellectual property rights without PurePoint's prior written permission.

#### **5. Copyright Complaints**

The Digital Millennium Copyright Act of 1998 (the "DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov>, provides recourse to copyright owners who believe that material appearing on the internet infringes on their rights under United States copyright law. It is PurePoint's policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on the Pages in a way that constitutes copyright infringement, please notify us at <https://www.purepoint.com/online-banking/contactus> (or the applicable Page) to remove such material or block access to it.

#### **6. Relationship**

Neither PurePoint nor its service providers shall be considered an agent or other legal representative of yours for any purpose. Nothing in these Terms shall be deemed to create an agency, partnership, joint venture, or employer-employee relationship of any kind between PurePoint and you or any other person, nor do these Terms extend rights to any third party.

#### **7. Other Agreements**

These Terms are in addition to and do not modify any other agreement(s) between you and PurePoint, including without limitation any agreement regarding your use of PurePoint's other websites. Termination or modification of these Terms will not affect, or result in the termination or modification of, any such other agreements.

#### **8. Severability**

If any provision of these Terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention of the unenforceable provision.

#### **9. Governing Law**

Except as otherwise stated herein or required by law, these Terms are governed by, and interpreted according to, the State of California without regard to its conflict of law provisions.

Information on the Pages regarding services and products is applicable only in jurisdictions where such services and products may lawfully be offered for sale, and is void where prohibited by law. If you access the Pages from outside the United States, you are responsible for compliance with local, national, and international laws. Not all products and services that you may be interested in are available to you within your area of residence.

#### **10. Changes**

We may add, delete, or modify features and functionality to the Pages. Because of these changes, changes in the law, or changes in technology, we may need to revise these Terms or other policies from time to time. Accordingly, we reserve the right to update or modify these Terms, at any time and without prior notice, by posting the revisions on the Pages. These changes will be effective as of the date posted. Your use of the Pages following any such change constitutes your agreement to be bound by the revised Terms.

**Effective Date.** This policy was last modified December, 2018.

#### **PurePoint Financial is a division of MUFG Union Bank, N.A.**

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