



## Gateway Portal End User Agreement

These Gateway Portal End User Agreement (“End User Agreement”) are between Western Alliance Bank and its divisions (collectively, the “Bank”) and you and relate only to your use of the Gateway portal (“Portal”). Unless otherwise defined herein, all defined terms shall have the meanings given in the Agreement. In the event of a conflict between the End User Agreement and the Agreement, the Agreement shall control over this End User Agreement. By logging in and/or using the Portal, you accept these terms.

In order to use the Portal, and without limiting any obligation each End User may have pursuant to the Agreement, each End User must accept and agree to be bound by the End User Agreement. By logging into and/or using the Portal, End User affirms his or her acceptance of and consent to be bound by this End User Agreement. Please print a copy of this End User Agreement to keep for reference. If, at any time, End User does not wish to abide by this End User Agreement, he or she should cease usage of the Portal.

Bank may, in its sole discretion, amend or modify the End User Agreement at any time by providing End User with notice as required by law. Bank may provide notice of such changes to End Users by any commercial means available, including but not limited to, posting amended End User Agreement on the Portal, or sending the amended End User Agreement to End Users via email. End User’s continued use of the Portal following (i) receipt of an updated End User Agreement or notice of the applicable change to the End User Agreement or (ii) the effective date of the applicable modification, whichever is later, will evidence his or her affirmation and consent to any amendments or modifications, including additions, changes or deletions to the End User Agreement.

### **Definitions**

“**Agreement**” means the Paying Agent, Escrow, or Disbursing Agent Agreement as modified, amended or supplemented from time to time by the parties thereto.

“**Bank**” means, collectively, Western Alliance Bank, its divisions (Bridge Bank, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, First Independent Bank, and Torrey Pines Bank).

“**End User**” means a Stockholder, Warrantholder, Optionholder, and other users of the Portal.

“**End User Agreement**” means this Gateway Portal End User Agreement, as may be amended by Bank from time to time.

“**Portal**” means the Bank’s Gateway online platform.

### **Disclosure**

End User hereby acknowledges and agrees that Bank is acting solely as an agent of Buyer with respect to a Solicitation and is not an agent of the end user. The End User hereby authorizes Bank, acting as agent of Buyer, to provide to Buyer or its designee any and all information contained in this Portal as well as any related documents, including, but not limited to, tax forms and any other responses or documents containing personally identifiable or confidential information such as account numbers submitted by the End User to Bank in relation to the Solicitation.

### **Limitation of Liability**

All right, title and interest in and to the Portal resides with the Bank or its licensor(s), as the case may be. The Portal is provided “as-is” and “as available.” End Users bear the risk of using the Portal. To the maximum extent permitted under applicable law, under no circumstances will Bank be liable to any End User for any indirect, special, incidental or consequential damages, including lost profits, arising out of the use or inability to use the Portal, even if Bank has been advised of the possibility of such damages.

### **System Requirements**

You are responsible for, at your sole expense, installing, maintaining and operating all browsers, software, hardware or other equipment (collectively, “System”) necessary for you to access and use the Portal. You shall maintain at all times current and effective anti-virus and anti-spyware software and shall take all reasonable measures to maintain the security of your System. Bank shall not be responsible for any malfunction of or computer virus that may infect End User’s personal computer while using the Portal.

### **Disclaimer of Warranty**

EXCEPT AS EXPRESSLY SET FORTH IN THIS END USER AGREEMENT, THE PORTAL IS FURNISHED AS IS, WHERE IS, AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT. END USER BEARS THE RISK OF USING IT.

Bank may cause the Portal to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Portal to be unavailable to you.

### **Governing Law**

This End User Agreement shall be construed and interpreted in accordance with all applicable federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of Arizona, without regard to its conflict of law provisions.

### **Termination**

Bank may terminate the Portal and/or an End User's access to or usage of the Portal pursuant to this End User Agreement at any time. Without limiting the foregoing, Bank may terminate End User's ability or access to use the Portal at any time and for any reason, in its sole discretion.

### **Privacy Policy**

The Bank's privacy policy, including the Privacy Notice for California Residents, is incorporated herein and may be viewed at <https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy>.

### **Contact Information**

Please contact Bank with any questions concerning the Portal or this End User Agreement by writing at Western Alliance Bank, Attn: Business Escrow Services/ Gateway Support, 1 E. Washington Street, Suite 1400, Phoenix, Arizona 85004 or emailing Gateway Support at [gatewaysupport@westernalliancebank.com](mailto:gatewaysupport@westernalliancebank.com).