

Smart ALAC by BAC

Mobile Application and Service Terms of Use

Thank you for your interest in Smart All Access Connection (Smart ALAC)!

Before getting started, please read these Terms of Use (the “Terms” or “Terms of Use”), which govern your use of the Smart ALAC Application (“Smart ALAC”). These Terms apply in addition to any terms provided to you for any of the products, services, software, websites, and other goods and services offered by BAC Community Bank.

Regardless of whether you are an existing BAC Community Bank customer, this is a legal agreement between you and BAC Community Bank. Subject to your acceptance and adherence to these Terms of Use, BAC Community Bank hereby grants you a limited, non-exclusive license to utilize the Smart ALAC Application as set forth herein. This license does not amend or supersede any agreements you may have with your mobile service provider. You understand that the agreements with Your mobile service provider may provide for fees, limitations and other restrictions which might impact Your use of Smart ALAC (for example, Your mobile service carrier or provider may impose data usage or text message charges for downloading the Smart ALAC Application, receiving or sending text messages, or other use of Your mobile device when using Smart ALAC), and You agree to be solely responsible for all such fees, limitations and restrictions. You agree that Your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile network which you utilize to access Smart ALAC.

By using Smart ALAC, you agree to comply with these Terms of Use and consent to allow BAC Community Bank to communicate with you electronically regarding banking related business. You are not required to communicate via Smart ALAC to utilize BAC Community Bank services and you may instead choose to contact a representative by calling (877) 226-5820 or emailing Smart.ALAC@bankbac.com. For questions or assistance regarding your BAC Community Bank accounts that are not addressed using Smart ALAC, or if Smart ALAC is not available, please call (877) 226-5820. If you do not accept these terms, do not use Smart ALAC.

To confirm you understand and agree with these Terms and to begin using Smart ALAC, click “Agree” below.

Definitions Applicable to These Terms of Use

In reading these Terms of Use, apply the following definitions to capitalized terms:

- i. “You” and “Your” mean the individual using Smart ALAC.
- ii. “Us” “We” “Our” and “BAC Community Bank” mean BAC Community Bank and its successors, assigns and affiliates.
- iii. “Account(s)” means an existing account or prospective account at BAC Community Bank.

- iv. “Service Provider” means any processor or other third party that We have engaged to provide products or services in connection with Smart ALAC, and includes any agent, independent contractor, or subcontractor of such third parties.
- v. “Smart ALAC Service” means the service by which an individual can communicate back and forth with a BAC Community Bank Agent (as defined below) by typing messages in real-time and online. Smart ALAC Service includes any efforts taken on your behalf initiated via a chat session.
- vi. “Agent(s)” means a specifically requested BAC Community Bank staff member.
- vii. “Account Agreement” means the agreements, disclosures, terms and conditions, rules, or notices that specifically apply to your Accounts.
- viii. “BAC Community Bank Content” means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through Smart ALAC to you.

Read Our Privacy Policy

You consent to BAC Community Bank sharing your personal information as outlined in our Privacy Policies located on the bank’s website: <https://www.bankbac.com/privacy-policy.html>

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Chat Service, may be used by us, our affiliates and our Service Providers to conduct analytical research, performance tracking, and benchmarking. Our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to unaffiliated third parties.

California residents have certain rights under the California Consumer Privacy Act (CCPA). To learn more about the personal information we collect, how we may use such information, or to exercise your rights, please visit www.bankbac.com/ccpa.

Who Can Download & Use Smart ALAC?

You may download and use Smart ALAC if you are over 13 years of age and are not barred from receiving Smart ALAC under applicable law. Additionally, to access the Smart ALAC Application, you must: (i) establish and maintain valid log-in credentials (including a password) for Smart ALAC; (ii) maintain a valid e-mail address and United States mobile telephone number; and (iii) access Smart ALAC with an Android or iOS device.

Prohibited Uses

You agree you will not use or attempt to use Smart ALAC for any purpose other than conducting banking related business with BAC Community Bank as a bona fide consumer of BAC Community Bank; you may not use or attempt to use any part of Smart ALAC for any purpose:

1. that interferes with or induces a breach of the contractual relationship between BAC Community Bank and its employees;
2. that is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
3. that transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited commercial communications;
4. that transmits any harmful or disabling computer code or viruses;
5. that harvests Email addresses from Smart ALAC application;
6. that interferes with or attempts to gain unauthorized access to our network services;
7. that impairs or limits our ability to operate any part of Smart ALAC or any person's ability to access and use Smart ALAC;
8. that unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
9. that transmits or uploads pornographic, abusive, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
10. that harms, threatens, harasses, abuses, or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates, or tends to incite the commission of a crime or other unlawful activities; and
11. that unlawfully transmits or uploads any confidential, proprietary, or trade secret information.

Any perceived, attempted, or actual violation of this provision may result in failure to establish a Smart ALAC account, a delay or hold being put on an existing account, or the immediate termination of your ability to access Smart ALAC. If you have questions about whether you are authorized to use Smart ALAC call (877) 226-5820 or e-mail Smart.ALAC@bankbac.com.

Our Location

BAC Community Bank controls and operates Smart ALAC from within the United States of America. Smart ALAC Service Agents provide information regarding services and products that are available in the United States only. We make no representation that the services or products about which information may be provided will be available (a) anywhere outside of the United States or (b) in every state within the United States. Accessing Smart ALAC from territories where any content of Smart ALAC is illegal is prohibited. If you choose to access Smart ALAC from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

When Smart ALAC is Available

Though BAC Community Bank intends to make Smart ALAC available as often as possible, BAC Community Bank makes no warranty Smart ALAC will, in whole or part, be available at any particular time, with any particular Agent, or be free of fault or error.

Smart ALAC is provided as a convenience to you. Our Agents will try to provide you with accurate and current information based on your question, need, and the information you provide. Nothing we communicate in Smart ALAC will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in Smart ALAC does not constitute consent by you or us to use electronic signatures as a substitute for written documents.

Necessary Equipment

Full use of Smart ALAC is dependent on your use of a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of Smart ALAC and it is your responsibility to ensure the equipment's functionality.

A list of supported Apple iOS operating systems may be found here: [Apple App Store](#)

A list of supported Google Android operating systems may be found here: [Google Play Store](#)

Registration and Password

To use Smart ALAC, you must register through BAC Community Bank's official Smart ALAC software application, which is available free of charge. You are responsible for maintaining the confidentiality of your login information and password. You agree to immediately notify us of any unauthorized use of your login information or password. You also represent the information you provide about yourself is accurate and complete and you agree to update account information, as necessary, including providing BAC Community Bank with your current e-mail address, so that you may receive notifications and other account-related communications.

Account Security

Neither BAC Community Bank, nor any of our Service Providers, will ask you to write/type your debit card PIN (personal identification number), your full account number, or online banking password through Smart ALAC. We will not ask you to write/type your full social security number unless it is in connection with a loan, deposit, or other product application initiated by you and you request to proceed with the application through Smart ALAC. In such event, BAC Community Bank will comply with all applicable regulatory requirements and disclosure obligations. If, at any time, you believe a security breach has occurred, immediately cease use of the application and contact us at (877) 226-5820.

You agree to comply with all security procedures for Smart ALAC established by us or set forth in any written user requirements communicated to you. You are solely responsible for (i)

maintaining your own internal security procedures; (ii) safeguarding the security and confidentiality of any information obtained from your Accounts and other information that is either printed from, stored on, or downloaded to your mobile device or portable media; and (iii) preventing errors or unauthorized access to Smart ALAC.

Permission to Access Your BAC Community Bank Accounts

By initiating a session via Smart ALAC you give us permission to access any personal and transactional information BAC Community Bank holds about you.

Give Us Feedback

As part of using Smart ALAC, BAC Community Bank will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of Smart ALAC. You agree that in the absence of a separate written agreement to the contrary, BAC Community Bank is free to use any feedback you provide for any purpose.

You Agree to Receive Alerts, Notifications, and Other Communications

To enhance your experience with Smart ALAC, You may opt to receive text message notifications by registering Your supported mobile device. By registering Your telephone number for text based services, You expressly agree to receive text message communications from BAC Community Bank regarding Smart ALAC and supported BAC Community Bank products and services. You are responsible for any messaging or data fees You may be charged by Your wireless carrier. You can control message frequency and manage Your communication preferences from Your account settings within the Smart ALAC app or Your phone settings. If Your mobile device is lost or stolen, call (877) 226-5820 to update Your account settings.

Text message functionality and availability is not guaranteed by BAC Community Bank and should be used by You at Your own risk.

Changes to Smart ALAC

We may change or discontinue, temporarily or permanently, any feature or component of Smart ALAC or Smart ALAC itself at any time without further notice. You agree BAC Community Bank will not be liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of Smart ALAC or of Smart ALAC itself.

Termination

If you violate these Terms, we reserve the right to deactivate your access to Smart ALAC, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete information related to your use of Smart ALAC. You may cancel your access to Smart ALAC at any time by calling us at (877) 226-5820.

Upon termination, discontinuation, or cancellation of Smart ALAC or your Account for any reason, BAC Community Bank retains the right to use any data collected in accordance with these Terms. All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

Our Enforcement Rights

You may only use Smart ALAC for lawful purposes and within the scope of these Terms. BAC Community Bank has the right to monitor access or use of Smart ALAC for the purpose of operating Smart ALAC, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and pursuant to legal process, we may cooperate with law enforcement authorities to prosecute users. We reserve the right (but are not required) to remove or disable access to Smart ALAC at any time and without notice, and at our sole discretion, if we determine your use of Smart ALAC is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects Smart ALAC.

Our Content Rights

BAC Community Bank Content and Smart ALAC and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States. You agree not to remove, change, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying Smart ALAC.

We Will Not Publish, But May Monitor and/or Record Your Conversations

The content of Smart ALAC Service conversations will not be published by BAC Community Bank, except where required by law.

Please note however, we may monitor, record, or reuse Smart ALAC Service conversations for quality assurance, training, and other permitted business purposes. You agree this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Use Smart ALAC at Your Own Risk

Our goal is to provide helpful and accurate information on BAC Community Bank products and services and to fulfill requests within the scope of Smart ALAC. However, we make no endorsement, representation or warranty of any kind about any BAC Community Bank information, services, or recommendations and recommend you follow-up to confirm your intended outcome is obtained. **You assume all risks and all costs associated with your use of Smart ALAC, including, without limitations, any internet access fees or costs incurred for the use of your device and any damage to any equipment, software, information, or data.** If you rely on communications made through Smart ALAC, you do so solely at your own risk.

Disclaimers

Smart ALAC and associated BAC Community Bank products and services are provided without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and any warranties arising from a technical glitch or computer virus. We make no warranty Smart ALAC will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Smart ALAC may contain errors or inaccuracies that could cause failures, corruption, or loss of data and/or information. We make no warranty regarding the quality, accuracy, timeliness, completeness, or reliability of Smart ALAC. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than Smart ALAC to ensure the accuracy and completeness of those transactions. **You acknowledge you agree that if you rely solely on Smart ALAC, you do so solely at your own risk.**

Indemnity

You agree to indemnify, defend, and hold BAC Community Bank and its subsidiaries, affiliates, contractors, officers, directors, employees, consultants, agents, and licensors harmless from any and all third party claims, actions, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from (i) a third party claim, action, or allegation of infringement, misuse or misappropriation based on information, data, files, or other materials submitted by you to or through Smart ALAC; (ii) any fraud, manipulation, or other breach of these Terms or the Account Agreements by you; (iii) any third party claim, action, or allegations brought against BAC Community Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (iv) your violation of any law or rights of a third party; or (v) use of Smart ALAC by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

Limitation of Liability

In no event will BAC Community Bank or any of its subsidiaries, affiliates, contractors, officers, directors, employees, consultants, agents, or licensors be liable under any contract, tort, negligence, strict liability, or other claim for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use Smart ALAC; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through Smart ALAC, or (iv) any other failure, action, or omission.

Dispute Resolution

Governing Law: The Terms of Use and the resolution of any disputes will be governed by and construed in accordance with the laws of the State of California.

Judicial Forum for Disputes: If there is a dispute or issue relating to your account or to this Agreement, you agree any judicial proceeding will be brought in the State of California, and that the county in California will be chosen by your branch of assignment.

General Terms

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between BAC Community Bank and you regarding Smart ALAC, and these Terms supersede and replace any and all prior oral or written understandings or agreements between BAC Community Bank and you regarding Smart ALAC. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without BAC Community Bank's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. BAC Community Bank may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by BAC Community Bank under these Terms, including those regarding modifications to these Terms, will be given via this app.

We may waive any term or provision of these Terms at any time or from time to time. BAC Community Bank's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of BAC Community Bank. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Additional Terms May Apply

Additional or different terms may apply to certain products or services. In the event that there is a conflict between these Terms and an Account Agreement, the Account Agreement will control.

These Terms of Use May Change

We may make changes to these Terms over time for any reason and at our sole discretion. If we make changes to the Terms the changes will be posted in the Smart ALAC app and you may be asked to re-consent to the new or modified terms. When you use Smart ALAC after a modification is posted, you are expressly telling us you accept the modified terms.

Contact Us

Please contact us if you have any questions about these Terms. You can communicate with us in any one of the following ways:

- **Email** – email us at Smart.ALAC@bankbac.com
- **Telephone** - You can contact us by telephone at (877) 226-5820.
- **Postal Mail** - You can write to us at:
BAC Community Bank
Attn: Smart ALAC
P.O. Box 1140
Stockton, CA 95201