



## SAFRA NATIONAL BANK OF NEW YORK

### TERMS OF USE

*(Last updated: April 18, 2022)*

**PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY.**

**BY ACCESSING OUR WEBSITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR SERVICES. THESE TERMS ARE SUBJECT TO CHANGE. Additional terms and conditions apply to specific products and services.**

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#### Changes to the Terms of Use

We may, from time to time, make modifications, changes or additions to these Terms without notice. Any changes to these terms will be effective upon the postings of such updated Terms of Use. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes. Therefore, you should visit this page periodically to review any changes to the Terms.

#### Eligibility

The Site and the Services are not available to persons under the age of 18 or to persons who are not legal residents of the United States. By using the Site, applying for or using any of the Services, you represent and warrant that you are at least 18 years of age or that you are at least the minimum age that is required in your state and are a legal resident of the United States. Please note that not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by Safra National Bank of New York, its affiliates, and/or its partner lenders.

#### User Accounts

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (“Registration

Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Bank, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree to notify us immediately of any unauthorized use of your online account. We reserve the right to close your online account at any time for any or no reason. You will use your online account for your personal, non-commercial use only. You may not impersonate someone else, create an online account for anyone other than yourself, provide an email address other than your own, or create multiple online accounts.

#### Restrictions on Your Use of the Site and Services

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, patent, trade secret, moral right, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Services or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Services or the Site or for any other purpose. You further agree that you may not use the Site or the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site.

In addition, you agree not to use the Site or the Services for any of the following:

- to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another User’s use of the Site or the Services;
- to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- for promotional or commercial purposes, except as expressly allowed in writing by Safra National Bank of New York;
- for keyword spamming or to otherwise attempt to manipulate natural search results;
- to promote any form of bigotry or discrimination against any person, especially a person in any of the protected classes;
- to submit or transmit pornography or illegal content;
- to solicit personal information from minors or to harm or threaten to cause harm to minors; and
- in violation of the Terms or any applicable law.

You also agree that you will NOT perform any of the following acts in relation to your use of the Site or the Services:

- modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content

(other than your Content), except as expressly authorized by Safra National Bank of New York in writing;

- record, process, or mine information about other Users;
- reverse engineer any portion of the Site or the Services;
- remove or modify any copyright, trademark or other proprietary rights notice on the Site or on any materials printed or copied from the Site;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
- access, retrieve or index the Site for purposes of constructing or populating a searchable database of business reviews;
- reformat or frame any portion of the Site;
- take any action that imposes, or may impose in Safra National Bank of New York's sole discretion, an unreasonable or disproportionately large load on the Bank's technology infrastructure;
- attempt to gain unauthorized access to the Site, User accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- use the Site to violate the security of any computer network, crack passwords or security encryption codes;
- use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; or
- except as expressly requested by Safra National Bank of New York, upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior, written notice to us here [customer.service@AccessLoans.com](mailto:customer.service@AccessLoans.com), together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

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### Information We Collect and Use

Please see our Privacy Notice for an explanation of how we collect, share and protect your personal information. Safra National Bank of New York's Privacy Notice applies to our use of your personal information, and its terms are expressly incorporated by reference.

### Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions.

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our Site are not encrypted.

### Consent to be Contacted

By providing your contact information to us, you are expressly authorizing and consenting for us or our agents to contact you by telephone, electronic text messaging, email or postal mail, even if you have opted into the national “Do Not Call List” administered by the Federal Trade Commission, any state equivalent “Do Not Call List” or the “Do Not Call List” of any specific institution.

You agree that we may contact you related to your application and to service your loan, to remind you of upcoming payments, or for collections and any other purpose arising out of or relating to your use of this Site or the Services.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded or artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you. You hereby further consent that we may utilize a third-party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

You certify, warrant and represent that any telephone numbers that you have provided to us are your correct and current contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

### Other Promotions

From time to time, the Bank may conduct promotions on Access Loans® products on or through the Site. Each Promotion may have additional terms and/or rules of participation (“Promotion Rules”), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

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- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;

- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

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21500 Biscayne Boulevard, Suite 503, Aventura, FL 33180

By E-Mail: [terms@AccessLoans.com](mailto:terms@AccessLoans.com)

By Toll-Free Telephone: 1-800-316-8507

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#### Disclaimer of Warranty

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#### Limitation of Liability

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ACTION. The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold Safra National Bank of New York and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by us arising out of your breach of these Terms or violation of applicable law, any of your Submissions, your use of or access to the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such action or claim.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern solely with respect to such features and Services. Such additional terms are expressly incorporated into and made part of these Terms.

Law and Venue

This Site is located in the State of Florida. These Terms and the relationship between you and Safra National Bank of New York shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions.

Questions, complaints or claims related to this Site or its Service  
should be directed to [legal@safra.com](mailto:legal@safra.com).