



Website Terms and Conditions

Updated January 1, 2023

1. INTRODUCTION

These constitute the Terms and Conditions (the “Terms”) for users of this website, our mobile and online banking services available through [firstrepublic.com](https://www.firstrepublic.com), as well as any other website pages that link to these Terms (collectively, the “Site”) and any of our mobile sites or applications that link to these Terms (the “Apps”) (collectively, the Site and Apps are referred to herein as the “Services”). As used in these Terms, “we,” “our” and “us” refer to First Republic Bank and its financial institution subsidiaries (collectively, “First Republic”), and the Terms and any rights provided for herein also inure to the benefit of the subsidiaries and affiliates of First Republic Bank.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS ARE A LEGAL AGREEMENT. BY ACCESSING THE SITE, THE APPS OR ANY OF THE SERVICES, YOU ACKNOWLEDGE, AGREE AND ACCEPT TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, OR IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT ACCESS THE SERVICES.

2. CLIENT/CUSTOMER SERVICE

As always, we pride ourselves on providing excellent client service. Please note, however, that the Services are not a substitute channel for services, products or general questions. If you are a client and need assistance with any of your accounts or our products and services, please contact us at the following number and we will be happy to assist you:

Client Care Center
(888) 408-0288
Mon.–Fri., 5:00 a.m.–9:00 p.m. PT
Sat., 6:00 a.m.– 8:00 p.m. PT
Sun., 7:00 a.m.– 5:00 p.m. PT

Please note that if you contact us regarding any client service–related matters via the Services, we may divert you to other First Republic channels to assist you as quickly and efficiently as possible.

3. PRIVACY

Your privacy is important to First Republic.

For information regarding our use of information collected or provided through the Services, including information regarding nonpublic information we collect through use of the Services, please take the time to review our [Privacy Policy](#).

4. RULES AND CONDUCT

In using the Services, you agree to comply with these Terms, First Republic rules and policies, and all applicable laws, rules and regulations. You further agree that you will not:

- Interrupt or attempt to interrupt the operation of the Services or the servers or networks used to make the Services available;
 - Transmit or otherwise make available in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor or limit the use of, any hardware, software or equipment;
 - Restrict or inhibit any other person from using the Services (including without limitation by hacking or defacing any portion of the Services);
 - Attempt to gain unauthorized access to any accounts, computer systems or networks through hacking, phishing, social engineering, malware, password mining or other means;
 - Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity, or collect or store personal information about other users of the Services;
 - Reverse engineer, reverse assemble, decompile, create derivative works, modify or otherwise attempt to derive the source code of the Services;
 - Use any material or information in a manner that infringes any copyright, trademark, patent, trade secret or any other proprietary right of any party;
 - Violate, intentionally or unintentionally, any applicable local, state, national or international law, these Terms or any of First Republic's policies and procedures; or
 - Provide material support or resources (or conceal or disguise the nature, location, source or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.
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5. NO ADVICE

Nothing contained on the Site is intended to constitute tax or financial advice. The information and materials on the Site are not intended as an offer or solicitation for the purchase of stock, any other security or any financial instrument of First Republic, its affiliates, or any other issuer or company. No

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If you permit another person or entity to access the Services on your behalf or provide another person or entity with information to access your mobile or online banking information and/or accounts, you do so AT YOUR SOLE RISK; First Republic shall not be liable for any actions or consequences resulting from such access or the provision of such information unless such liability is prescribed under applicable law.

The information and materials contained in the Services are subject to change without notice. First Republic may discontinue or make changes to the information, materials, services or products which may be described or provided on the Services at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and First Republic does not undertake any obligation or responsibility to update or amend any such information. In the event there is deemed to be any information on the Services regarding services and products, such services and products described, as well as any associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Please note that not all services and products are offered at all locations and your eligibility for particular products and services is subject to final determination by First Republic.

9. CONTENT SUBMISSION GUIDELINES AND INTELLECTUAL PROPERTY RIGHTS

All content (including, but not limited to, photographs, text or other media files), comments and posts (collectively, "Content") submitted to the Services are subject to the approval of First Republic based on these Terms, as well as all other applicable First Republic policies. We encourage and expect posts and comments to be polite and respectful and consistent with these Terms. Please remember that the Site is a public website and anyone can see your comments and posts.

When you submit, upload, transmit or otherwise make available Content on or through the Services, you are granting us a nonexclusive, transferable, irrevocable, sublicensable, royalty-free, worldwide license to use and display the Content and to permit others to use and display, for any purpose, the Content and any ideas, concepts, know-how and techniques contained in such Content. You agree that such Content is, and will be treated as, nonconfidential and nonproprietary. To the extent that Content is covered by intellectual property rights, you affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to the Content you submit. No compensation will be paid for any Content.

You agree that you will not submit, upload, transmit or otherwise make available any Content that we deem to be objectionable, including without limitation, the following:

- a) Content that contains false information or rumors, or content that is unlawful, profane, stalking, harmful, threatening, abusive, attacking, discriminatory, hateful, harassing, tortious, denigrating, vulgar, obscene, pornographic, libelous, invasive of another's privacy, inflammatory, discriminatory or otherwise objectionable or unrelated;
- b) Any content or otherwise participating in any activity that is prohibited by law in any applicable jurisdiction, including laws governing the encryption of software, data privacy or protection, the export of technology, the transmission of obscenity, copyright, or the permissible uses of intellectual property;
- c) Files that contain video, images, software or other material protected by intellectual property or right to privacy / publicity laws, including, by way of example, copyright or trademark laws, unless you own or control the rights thereto or have received all necessary consents to submit such materials to this page;
- d) Trade secrets, or confidential or nonpublic information about publicly traded securities or other financial instruments;

e) Any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or

f) Any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation or any self-promotion.

You further agree that you will not collect personal information about others, including email addresses or other personal information.

We expect that anyone using the Site will remain on topic and relevant. While we always welcome ideas and ways that we might improve our client experience as well as the Services, we may delete off-topic or irrelevant negative Content. First Republic is under no obligation to post or use any Content submitted by you or anyone else and we reserve the right to refuse to post and/or remove any Content, including without limitation, the right to refuse to post or to remove the above-referenced objectionable Content and any other Content that we deem to be objectionable.

You shall indemnify, defend and hold harmless First Republic, 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 Services, your Content or other submissions, postings or transmissions on the Services, your violation of any policies or rules governing the Services, or your violation of any rights of another.

First Republic has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by others on the Services. However, First Republic may, in its sole discretion, preserve Content and may disclose it, especially in the event it is required to do so by law or judicial or governmental mandate or as determined by us to protect the rights, property or personal safety of the public.

10. LIMITATION OF ACCESS

First Republic may shut down the Site or any of the Apps, or limit or deny access to all or part of the Services, or the Services may from time to time be unavailable, delayed or slowed at any time, for any reason, without notice, and without liability to you.

11. OTHER AGREEMENTS

The Terms do not nullify, and are in addition to, any other terms and conditions contained in other agreement(s) between you and First Republic, including without limitation, any agreement regarding your use of any webpages, websites or social media sites maintained by First Republic. In the event of a conflict, the additional terms and conditions will govern those sections or pages. In addition, certain portions or pages of the Services, or other webpages, websites or social media sites, are subject to additional disclosures and disclaimers. In the event of conflict between those disclosures and disclaimers

and these Terms, the additional disclosures and disclaimers will govern for those portions, pages or sites. Termination or modification of these Terms will not affect, or result in the termination or modification of, any such other agreements or disclaimers.

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12. GOVERNING LAW

Your relationship with First Republic with respect to these Terms shall be governed by the laws of the State of California without regard to its conflict of law provisions. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. In the event there is deemed to be any information on the Services regarding services and products, then such information 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 Services from outside of the United States, you are responsible for compliance with local, national and international laws.

13. SEVERABILITY

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

14. HEADINGS

The headings inserted in these Terms are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope or intent of this agreement or any clause hereof.

15. AMENDMENTS

We reserve the right to revise, update or modify these Terms or other policies, at any time and without prior notice, by posting the revisions on this Site. You are bound by any such revisions at the time of such posting and you should therefore periodically visit this page to review the current Terms. Your simultaneous or subsequent use of the Services constitutes your agreement to bound by the revised Terms.



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