



# WEBSITE TERMS OF USE

**REVISED**

March 2026

## OVERVIEW

---

This website is owned and operated by Truvariant Financial, a division of MapleMark Bank (“Truvariant Financial,” “we,” “our,” or “us”). These Website Terms of Use (“Terms of Use”) govern your access to and use of any Truvariant Financial website that links to these Terms (collectively, the “Site”).

By accessing or using the Site, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use. If you do not agree, please discontinue use of the Site immediately.

## A. AVAILABILITY & USE OF SITE MATERIALS

---

“Materials” include information, documents, forms, software, tools, and other content available through the Site. Truvariant Financial may update, modify, suspend, or remove any part of the Site or its Materials at any time without notice. Materials describing products and services are provided for general informational purposes only and may not include all terms, conditions, or limitations.

## B. INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS

---

The Site and all content, features, and functionality (including text, graphics, images, audio, video, design, and software) are owned by Truvariant Financial or by third parties who license such materials to us. All content is protected under U.S. copyright, trademark, and other applicable laws.

You may not copy, distribute, modify, display, or use any Truvariant Financial name, logo, trademark, service mark, or other proprietary content without prior written permission.

## C. LICENSE TO USE SITE MATERIALS

---

Truvariant Financial grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Materials solely for personal, lawful use. We may terminate or modify this license at any time if you violate these Terms or if we determine such action is in our best interest.

Users may not engage in any automated data collection (including scraping, crawling, or bots), attempt to bypass security controls, or use the Site for any unlawful, harmful, or disruptive purpose. Truvariant Financial may suspend or restrict access to protect the Site’s security or integrity.

## **D. FEES & CHARGES**

---

If a specific Material or service is offered for a fee, your use of that Material indicates your agreement to pay such fees. All fees are non-refundable unless expressly stated otherwise.

## **E. COMMUNICATIONS & USER INFORMATION**

---

Any communication submitted through the Site is considered non-confidential and becomes the property of Truvariant Financial. Email sent over the Internet is not secure. We are not responsible for any loss associated with email communications you send to us or request from us.

If you register for a service on the Site, you agree to provide accurate and current information and to keep it updated. Truvariant Financial reserves the right to verify the information you provide and may suspend or terminate access if inaccurate or incomplete information is discovered.

Personal information submitted through the Site is governed by Truvariant Financial's Privacy Policy. While general communications are considered non-confidential, Truvariant Financial does not waive any responsibilities or obligations regarding personal information under applicable privacy laws.

By providing feedback, suggestions, or comments through the Site, you grant Truvariant Financial a non-exclusive, royalty-free license to use such feedback for any business purpose. This does not apply to personal information protected by our Privacy Policy.

Except where limited by our Privacy Policy or applicable law, you acknowledge that Truvariant Financial may use or disclose information you submit through the Site without restriction.

## **F. THIRD-PARTY LINKS**

---

The Site may contain links to external websites maintained by third parties. Truvariant Financial does not control and is not responsible for the content, accuracy, or security of these websites.

Your use of third-party websites, products, or services is solely at your own risk.

## **G. LINKING TO OUR SITE**

---

You may bookmark the Truvariant Financial home page for personal use. Truvariant Financial permits non-commercial links to the Site provided they do not misrepresent affiliation, do not frame the Site, and may be revoked at any time.

However, you may not link to the Site—nor use any Truvariant Financial mark, logo, content, or Materials—without prior written approval.

Framing or presenting any part of the Site within another website is strictly prohibited without our express written consent.

## **H. ONLINE SECURITY & INTERNET USE**

---

Access to the Site requires Internet connectivity and compatible hardware/software. You are responsible for obtaining and maintaining all necessary equipment, software, and Internet services.

TruVant Financial is not responsible for failures of your equipment, for viruses, or for other issues arising from your Internet use. We use security measures appropriate to the Site; however, no Internet transmission is entirely secure.

We will not be liable for losses caused by events outside our control, including equipment failures, natural disasters, or unauthorized access.

If you access password-protected areas, you are responsible for safeguarding your login credentials. You must notify us immediately of any unauthorized access.

TruVant Financial may monitor and log activity on the Site for security, fraud prevention, and operational purposes, consistent with applicable law. If you discover a security issue or vulnerability, we encourage responsible reporting through the contact methods listed on the Site.

## **I. CHILDREN'S USE OF THE SITE**

---

The Site is intended for a general audience. Children should obtain permission from a parent or legal guardian before submitting any personal information.

Only a parent or legal guardian may access Services related to accounts established for a child under age 13. If TruVant Financial becomes aware that personal information has been collected from a child under the age of 13 without verified parental consent, we will delete that information in accordance with applicable laws.

## **J. DISCLAIMERS & LIMITATIONS OF LIABILITY**

---

USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. IN NO EVENT SHALL TRUVANT FINANCIAL BE LIABLE TO YOU, OR TO ANY THIRD PARTIES, FOR ANY DAMAGES YOU OR A THIRD-PARTY MAY SUSTAIN DUE TO YOUR USE OR INABILITY TO USE THE SITE OR ANY MATERIALS, EVEN IF TRUVANT FINANCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TRUVANT FINANCIAL SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF ACCESS TO, OR INABILITY TO USE THESE MATERIALS. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF TRUVANT FINANCIAL TO YOU EXCEED THE PRICE PAID FOR USE OF THE SITE. THE SITE AND MATERIALS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUVANT FINANCIAL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND TRUVANT FINANCIAL DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THIS INFORMATION. TRUVANT FINANCIAL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SITE OR ANY MATERIALS WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SITE OR MATERIALS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

## **K. INDEMNIFICATION**

---

You agree to defend, indemnify, and hold harmless Truvant Financial, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, members, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) relating to or arising from your use of the Site, any breach by you of these Terms of Use, your negligent or intentional acts, errors or omissions in regard to the subject matter of these Terms of Use, or your failure to comply with applicable laws.

## **L. GOVERNING LAW & JURISDICTION**

---

These Terms of Use are governed by the laws of the State of Texas without regard to that state's principles of conflicts of laws. You consent to the jurisdiction of the federal and state courts presiding in Dallas, Texas and irrevocably agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by Truvant Financial from its offices within the United States.

Truvant Financial makes no representation that Materials on the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so of their own volition, agree to use the Site only for lawful purposes, and are responsible for compliance with applicable laws.

## **M. PRODUCT INFORMATION NOTICE**

---

The product information contained on this Site has been prepared for informational purposes only and is not intended to constitute a solicitation or offer for sale, unless specifically indicated otherwise. All products listed may not be available in all states. Product offers, rates, terms, and other information provided are subject to change without notice.

For further information, please contact your nearest TruVant Financial representative who can provide you with costs and complete details.

## **N. CHANGES TO THIS AGREEMENT**

---

TruVant Financial may revise and update these Terms of Use from time to time, in its sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.