

TERMS AND CONDITIONS

Terms

These Terms and Conditions are entered into by and between you and West Bank and West Bancorporation, Inc. ("Bank", "we", "us"). These Terms and Conditions govern the use of this Website, westbankstrong.com, including any content, functionality, and services offered on or through westbankstrong.com (the "Website"). Please read this document carefully before accessing the Website. If you do not agree with these Terms and Conditions, you are prohibited from using or accessing this Website.

Disclaimer

We may make changes to the products, services and information shown on this Website at any time. Nothing contained in any page on this Website takes the place of agreements and disclosures that govern its products and services. If any information on the Website conflicts with the agreements and disclosures, the agreements and disclosures will control.

Limitations and Prohibited Uses

We cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for cyber security protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. The Bank is not responsible for any loss or damage that results from the access of or use of this Website. This limitation includes, but is not limited to, the omission of information, the failure of equipment, the delay or inability to receive or transmit information, the delay or inability to print information, the transmission of any computer malware, or the transmission of any other malicious or disabling code or procedure. This limitation applies even if the Bank has been informed of the possibility of such loss or damage.

You are prohibited from any use of the Website that damages the Website or re-uses the information and materials on the Website. You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate us, on our employees, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, artificial intelligence, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Nothing on this Website shall constitute an offer or commitment to make a loan.

Intellectual Property and Trademarks

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Modifications

We reserve the right to update these Terms and Conditions at any time by updating these Terms and Conditions online. Your continued use of the Website following the posting of the revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. We are not required to notify you of changes to these Terms and Conditions before they become effective.

Privacy

We may collect certain information from you or that you may provide when you visit the Website. Please see our Privacy policy, located at https://www.westbankstrong.com/privacy_security/privacy/ and incorporated herein, for our practices collecting, using, maintaining, protecting, and disclosing that information.

Governing Law

These Terms and Conditions will be governed by and interpreted under the laws of the State of Iowa, and other applicable federal laws. If any part of these Terms and Conditions is unenforceable, that part will be considered severable, and will not affect the validity of any remaining provisions. You irrevocably submit to exclusive jurisdiction in the courts of Iowa.