



## **BankUnited's Social Media Terms of Use**

BankUnited, N.A. ("BankUnited", "we", "us" or "our") welcomes and encourages you to connect with us on third party controlled interactive media sites such as Facebook, Twitter or LinkedIn ("Social Media Site"). We ask however that when using our Social Media Sites, you respect the community and follow our Social Media Terms of Use ("Terms of Use").

Please read and review these Terms of Use carefully. By accessing the BankUnited Social Media Sites or posting any comment, photo, video or any content on our Social Media Sites, you accept and agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, then please do not access or otherwise use our Social Media Sites. These Terms of Use are in addition to and not in lieu of any of our other disclosure statements, agreements or terms and conditions found on the BankUnited.com website.

### **PLEASE NOTE THAT YOU MUST BE AT LEAST 18 YEARS OF AGE TO PARTICIPATE ON OUR SOCIAL MEDIA SITES.**

#### **Use of Social Media Sites**

The Social Media Sites are intended to share relevant and helpful information about BankUnited, our products and services, and what we are doing in the communities we serve. The content and material on the Social Media Sites is for information purposes only and is not intended as an offer or solicitation for the purchase of stock of BankUnited, Inc., the parent company of BankUnited, or any Social Media Sites on an "as is" "as available" basis, without making any representations or warranties of any kind, either express or implied. Without limiting the foregoing, BankUnited specifically disclaims any and all warranties of any kind including, without limitation, warranties of merchantability, fitness for a particular purposes, non-infringement, quality, accuracy, suitability, and any implied warranties arising from course of dealing, usage or trade, or course of performance. Please keep your comments appropriate and relevant to the conversation. You are responsible for your comments or posts. Your comments and posts should not contain any false information and should accurately reflect your experiences as of the time of posting. Also, please be courteous and treat the community and fellow participants with respect, even if you disagree with a post. Content posted by others is not edited by BankUnited and does not necessarily represent the views or positions of BankUnited.

When posting content on our Social Media Sites, do not post any content or comment that (i) may be inappropriate, offensive, profane, culturally, racially or socially insensitive, hateful, discriminatory, disparaging, harassing, libelous, slanderous or defamatory; (ii) contains unauthorized and/or unsolicited advertising, spam, or hyperlinks; (iii) may be deceptive, false or fraudulent; (iv) uses adversarial or confrontational tactics to impact a BankUnited product, service or offer; (v) infringes upon or otherwise violates the rights of any third party including, without limitation, any copyright, trademark, publicity or other intellectual property rights; (vi) discloses any confidential or non-public information which you do

not have permission or authority to disclose; (vii) contains any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; (viii) promotes, suggests or encourages the use of firearms/weapons, illegal drugs, alcohol, tobacco, prostitution, nudity, pornography or other adult content; (ix) promotes, suggests or encourages gambling including, without limitation, any content related to online casinos or betting parlors; (x) reference non-BankUnited products, services, websites or offers; (xi) may be inconsistent with these Terms of Use; or (xii) violates or is contrary to law.

BankUnited reserves the right, in its sole discretion, to remove, without notice and without liability, any content that does not adhere to these Terms of Use.

### **Personal Information**

Please remember that the Social Media Sites are public sites which means that anything you post can be viewed by others. BankUnited will not ask you for, and you should never post, any personal, private or confidential information, such as your social security number, address, e-mail address, telephone number, account number, user id and password, via the Social Media Sites. If you are a BankUnited customer and wish to speak with someone about your account, please contact our Client Care Center at 877-779-2265. Also, please do not post any personal, private or confidential information about others for which you do not have their permission to post or that could otherwise be viewed as an invasion of their privacy. BankUnited is not responsible for anything that may occur if you post your own or third party's personal, private or confidential information to the Social Media Sites. You agree that you are responsible for any damages that may result from your posting any personal, private or confidential information about yourself or a third party. If you have any doubt about whether information you are about to post could be personal, private or confidential, DO NOT POST IT.

### **Ownership and License of Postings**

Each time you make a posting or a submission via the Social Media Sites, you represent and warrant that you have the right to post the content contained in your message and that such submissions do not infringe on the copyright, trademarks, rights of privacy, publicity or other intellectual property rights of a third party. If any submission or posting contains any material or element that is not owned by you and/or which are subject to the rights of third parties, prior to publishing such posting or submission, you are responsible for obtaining any and all releases and consents necessary to permit the use and exhibition of the posting or submission.

By publishing or submitting any materials to the Social Media Sites including, but not limited to, comments, messages, reviews, photos, videos or questions, you automatically grant BankUnited and its affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid unconditional right and license to: (i) make, have made, use, copy, reproduce, modify and create derivative works of your submissions, (ii) display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, sell, rent, lease or lend copies of your submissions and derivative works thereof and (iii) to sublicense to third parties the foregoing rights including the right to sublicense to further third parties. Additionally, you consent to the use of your name, statements, photographs, videos, voice recordings, and likenesses for publicity purposes, as well as any other purpose associated with the Social Media Sites and agree that the granting of such consent is without restrictions, compensation or additional permissions of any kind.

### **Postings By Third Parties**

BankUnited does not endorse, and disclaims all liability for, any content, postings, comments, statements or opinions made by third parties including our employees, unless they have been specifically authorized to speak on behalf of BankUnited via the Social Media Sites. If a community participant forwards or re-posts our posting or submission and adds comments, such comments are the viewpoint and responsibility of the participant, and we expressly disclaim any responsibility over such communications. BankUnited does not validate any opinions, assertions or forward-looking statements expressed in a community participant's comments. We do not endorse clicking on link posted by other participants, as these links may pose risks to your computer or take you to inappropriate sites. You should rely on such postings at your own risk.

### **Removal of Posts**

Please note that while we manage our Social Media Sites, we may not regularly monitor the Social Media Sites and every comment or posting submitted through the Social Media Sites. We do, however, reserve the right without notice, to delete, edit or remove any posted content or material that we determine, in our sole discretion, violates these Terms of Use, or we otherwise consider objectionable. BankUnited further reserves the right to remove any posting, whether created by a BankUnited employee or a third party at any time for any reason, without notice or explanation. Our Social Media Sites administrators are not permitted to discuss or respond to postings regarding threatened or pending litigation against BankUnited, and we may remove such posts if we see them. Any delay in removing or failure to remove an objectionable posting should not be deemed an endorsement or approval of the posting, nor does it preclude us from taking other steps to address objectionable content, particularly where a social media website restricts us from removing such content.

### **Suspension of Community Participant**

In certain instances, we may, without notice, suspend, terminate or block community participants or followers of the Social Media Site who violate these Terms of Use.

### **Modification of Terms of Use**

BankUnited reserves the right, in its sole discretion, to revise these Terms of Use at any time. The most current version of these Terms of Use will be available to you online so please check back regularly for updates. By using the Social Media Sites, you are agreeing to be bound by the then current version of these Terms of Use.

### **Termination of Social Media Sites**

BankUnited may modify the features, content and functionality of its Social Media Sites or terminate any of the Social Media Sites in their entirety without prior notice or liability to you.

### **Third Party Sites**

The Social Media Sites are established and hosted by third parties and are governed by their separate website policies, including privacy policies and terms of usage. We are not responsible for their terms of use or privacy policies or any other third party websites that may be linked to or by their pages. You use these sites at your own risk.

## **Contact Us**

If you have any concerns or complaints about our Social Media Sites, you may submit them to us via e-mail at [social@bankunited.com](mailto:social@bankunited.com).

## **Availability**

Not all products or services mentioned on the Social Media Sites may be available in all geographic areas.

## **Limitation of Liability**

By accessing the Social Media Sites or receiving any services referenced on the Social Media Sites, you agree to waive all claims against BankUnited and all third party content providers regarding the Social Media Sites, the information provided on the Social Media Sites and any use by you of such information. You agree that under no circumstances shall we or any other party involved in creating, producing or delivering the Social Media Sites or its contents or services be liable to you for any damages including, but not limited to, any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, goodwill, business interruption, use, data, equipment or other intangible losses even if we have been advised of the possibility of such damages and regardless of the form of action, whether in contract, warranty, tort including negligence strict liability or otherwise. We cannot and will not assume any liability for unauthorized or fraudulent use of the Social Media Sites.

## **RELEASE AND INDEMNIFICATION**

YOU HEREBY AGREE TO RELEASE BANKUNITED AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT, AFFILIATES, SUBSIDIARIES, THIRD PARTY CONTENT PROVIDERS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE SOCIAL MEDIA SITES FROM ANY AND ALL LIABILITY WITH RESPECT TO OR IN ANY WAY ARISING FROM THE SOCIAL MEDIA SITES INCLUDING, BUT NOT LIMITED TO, ANY SUSPENSION, MODIFICATION OR CANCELLATION OF THE SOCIAL MEDIA SITES, TECHNICAL ISSUES, SUBMISSIONS RECEIVED OR POSTED, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, DAMAGES OR LOSS. YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS BANKUNITED, OFFICERS, DIRECTORS, EMPLOYEES, PARENT, AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE SOCIAL MEDIA SITES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES AND COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES AND COSTS) WHICH ARISE OUT OF YOUR USE OF THE SOCIAL MEDIA SITES, ANY CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THE SOCIAL MEDIA SITES OR ANY BREACH OF THESE TERMS OF USE.

## **Promotions**

Any sweepstakes, contests, or similar promotions made available through the Social Media Sites may be governed by specific rules that are separate from and in addition to these Terms of Use. By participating in any such sweepstakes, contests or similar promotions, you will become subject to those rules which may vary from these Terms of Use. We urge you to read such rules carefully.

## **Links to Other Websites**

The Social Media Sites may provide links to other websites that we think might be of interest to our community participants. Please note that when you click on one of these links, you are going to a website that is not controlled by us. The inclusion of any link to a third party site is for convenience purposes only and does not imply endorsement by BankUnited of the third party or its products or services. We are not responsible for the contents or offerings presented on such third party sites. BankUnited has made no effort to determine that the links on the Social Media Sites function properly and makes no warranties of any kind that any link will bring you to the site intended.

### **Children's Online Privacy Act**

Our Social Media Sites are neither directed to, nor intended for, children under the age of thirteen. Community participants or followers of our Social Media Sites must be at least eighteen years of age. By using our Social Media Sites, you affirm that you are eighteen years of age or older. In accordance with the Children's Online Privacy Protection Act ("COPPA"), BankUnited does not knowingly collect or retain personally identifiable information from children under the age of thirteen. For more information about COPPA, please visit the Federal Trade Commission website at [www.ftc.gov](http://www.ftc.gov).

### **Governing Law, Jurisdiction**

The Social Media Sites and the products and services offered through such sites are intended only for access and use by community participants or followers located in the United States of America. You agree that these Terms of Use are governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflict of laws principles. You expressly and irrevocably agree that any action or proceeding arising out of or relating in any way to these Terms of Use or your use of the Social Media Sites shall be exclusively heard in the state or federal courts in Miami-Dade County, Florida and you further irrevocably agree and expressly and irrevocably consent to the exercise of personal jurisdiction in those courts over any action or proceeding arising out of or relating in any way to these Terms of Use.

### **JURY TRIAL WAIVER**

YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDINGS RELATING YOUR ACCOUNT OR THIS AGREEMENT.