

## Old Glory Holding Company

### OWNERSHIP WEBSITE TERMS OF USE

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Updated: October 1, 2024

Welcome to Old Glory Holding Company (“Old Glory” or “we”, “us” or “our”), the bank holding company for Old Glory Bank. We respect your privacy, liberty, and security. These terms of use (these “Terms”) apply to your access and interaction on our website at <http://own.oldglorybank.com/>, along with the features, functionalities, applications, browser extensions, and other services available through this website (our “Website”), including (without limitation) our Regulation A (Tier II) Offering described in our Offering Circular available on this Website.

By accessing or using our Website in any way, including, without limitation, accessing any portion of our Website or submitting anything to us through or in connection with our Website, you agree to read, comply with, and be legally bound by: (1) these Terms; (2) any additional terms and conditions agreements, and policies published on our Website or otherwise made available to you that are applicable to your use of our Website, including (without limitation) our Privacy Policy for this website at <http://own.oldglorybank.com/> (collectively, the “Rules”); and (3) any other agreements applicable to your access to or use of our Website, including our Privacy Policy (collectively, the “Additional Agreements”). These Terms, the Rules, and any and all Additional Agreements are collectively referred to in these Terms as the “Agreements”.

**REVIEW THESE TERMS CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (IN WHOLE OR IN PART), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT ELIGIBLE TO ACCESS OR USE OUR WEBSITE (IN WHOLE OR IN PART). FURTHER, IF YOU ARE NOT ELIGIBLE TO USE OUR WEBSITE PURSUANT TO ANY OF THE OTHER AGREEMENTS, YOU ARE NOT PERMITTED TO ACCESS OR USE OUR WEBSITE AS PROHIBITED.**

#### AGREEMENTS

- i. **Electronic Delivery.** The communications between you and Old Glory use electronic means, whether you access or use our Website or send us emails, or whether we post notices on our Website or communicate with you via email. For contractual purposes, you: (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically, including, but not limited to, the Rules, satisfy any legal requirement that such communications would satisfy if they were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights. Without limiting the foregoing, you also give your prior consent in order to use your electronic signature in lieu of using your “wet” traditional written signature.
- ii. **Eligibility Representations and Warranties.** Without limiting anything set forth in the Agreements, our Website is intended for use solely by individuals who are at least 18 years of age (or age of majority if higher in your place of residence) and are legally permitted to engage in the activities available through our Website. To that

end, in addition to anything set forth in the Agreements, by accessing and using our Website, you represent to us that: (1) you are 18 years of age or older (or the age of majority or older if higher in your place of residence); (2) you are legally able to enter into contracts; (3) you are not a person barred from receiving or using our Website under federal, state, local or other laws; and (4) you have not previously been suspended or prohibited from using our Website for any reason other than your cancellation of your account on our Website.

- iii. **Changes to Terms.** We may update or modify these Terms from time to time, with or without providing notice directly to you. We may do so without limitation by updating these Terms on our Website and by publishing a general notice of the update on our Sites. Where required by applicable law, we will provide you with notice of any such changes, either through your account, by email, or through other communication methods permitted by law or the Agreements. You can always review the most current version of these Terms by clicking the “Terms and Conditions” link on this Website. By accessing or using our Website after we have provided notice of any changes to the Terms, you agree to be bound by such modifications.
- iv. **Our Rights.** We have the right, but not the obligation, to take any of the following actions in our sole discretion without providing any prior notice to you and without liability to you or any third party:
  - a. change or terminate all or any part of our Website;
  - b. restrict or terminate your access to all or any part of our Website;
  - c. refuse, move, or remove anything that is available on our Website; or
  - d. deny access to our Website to anyone at any time in our sole and absolute discretion.
- v. **Conflicts.** In the event of any conflicts between these Terms and any other Agreement, unless otherwise specified in such other Agreement, these Terms shall control.

## 2. ACCEPTABLE USE OF OUR WEBSITE

- i. **Acceptable Use.** Your access to and use of our Website must comply with the following (the “Acceptable Use Restrictions”):
  - a. You are only allowed to access and use our Website for its intended purposes, as determined by us in our sole discretion.
  - b. You are also prohibited from: (1) reformatting or framing any portion of our Website; (2) using any device, software, or procedure that interferes with, or attempts to interfere with, the normal operation of our Website; (3) taking any action that imposes, or may impose, as determined by us in our sole discretion, an unreasonable or disproportionately large load on our

information technology infrastructure; (4) modifying, adapting, translating, disassembling, decompiling, translating or reverse engineering any portion of our Website or otherwise attempting to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming interoperability interfaces of our Website; (5) disrupting or otherwise interfering with our Website or the networks or servers we use; (6) impersonating any person or entity or misrepresenting your connection or affiliation with a person or entity; (7) collecting or storing, or attempting to collect or store, personal information about other users of our Website, except as expressly permitted under the applicable Agreements; (8) engaging in any activity that is illegal under federal, state, local, or other laws; (9) creating a false identity on our Website; (10) releasing to any third party information related to your access to or use of our Website for purposes of monitoring our Website's availability, performance, or functionality, or for any other benchmarking or competitive purposes without our prior written approval; (11) copying our Website, except as expressly permitted under the applicable Agreements; (12) accessing or using our Website in a service bureau or time-sharing environment (including, without limitation, accessing our Website to provide third parties a service consisting solely of the collection and entry of data and other information on our Website); (13) selling, assigning, transferring, sublicensing, pledging, renting, or otherwise sharing your rights under the Agreements; (14) creating any derivative works based on our Website; and (15) modifying, obscuring, or removing any proprietary notices on our Website or copies thereof.

ii. **Access and Use.**

- a. To access the Website, you must use a computer, mobile device, or other device that meets our system and compatibility requirements (each, an "Old Glory Supported Device").
- b. Access to and use of our Website requires access to the Internet. You are responsible for providing all equipment necessary to establish a connection to the Internet, and any telephone, wireless, or other connection and service fees associated with such access. Using our Website may allow you to receive content on your mobile phone or wireless device. The manner in which that content is delivered to your mobile phone or wireless device may cause you to incur extra data, text messaging, or other charges from your wireless carrier, which are your sole responsibility.

- iii. **Compliance with Applicable Laws.** You certify that you will comply with all applicable laws (e.g., federal, state, local, and other laws) and the applicable Agreements when accessing or using our Website. Without limiting the foregoing, by accessing or using our Website, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo or that has been

designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. If you access or use our Website outside the United States, you are solely responsible for ensuring that your access to and use of the Website in such country, territory, or jurisdiction does not violate any applicable laws. We reserve the right but have no obligation to, in our sole discretion, monitor where our Website is accessed from, and the right, but not the obligation, to block or otherwise restrict access to our Website, in whole or in part, from any geographic location.

- iv. **Mistakes or Errors.** Without limiting anything set forth in the applicable Agreements, you acknowledge and agree that under no circumstances will we or any of our licensors or suppliers be responsible for any loss, damage, or liability arising out of any mistakes or other errors made by you as a result of your access to or use of our Website.

### 3. WEBSITE OWNERSHIP AND LICENSE

- i. **Ownership.** All right, title and interest in and to our Website, all of the software and code that comprise and operate our Website, and all of the text, photographs, illustrations, images, graphics, audio, video, URLs, and other materials provided through our Website are owned by us or third parties who have licensed their content to us. Our Website is protected under trademark, service mark, tradaddress, copyright, patent, trade secret, and other intellectual property laws. In addition, the entire Website is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement, and enhancement of our Website.
- ii. **Marks.** The Old Glory names and logos (including, but not limited to, those of its affiliates), all product and service names, all graphics, all button icons (e.g., investor badges), and all trademarks, service marks, and logos appearing within our Website, unless otherwise noted, are trademarks (whether registered or not), service marks, and/or trade dress of Old Glory (collectively, “Our Marks”). All other trademarks, product names, company names, logos, service marks, and/or trade dress (collectively, “Other Marks”) mentioned, displayed, cited, or otherwise indicated within our Website are the property of their respective owners. You are not authorized to display or use Our Marks in any manner without our prior written permission. You explicitly acknowledge and agree that Investor Badges are primarily for marketing purposes and are not proof of ownership or investment in any Old Glory film or television series. You are not authorized to display or use any Other Marks that appear on our Website without the prior written permission of the applicable third party.
- iii. **Limited License.** Subject to your acceptance of, and compliance with, the applicable Agreements, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use our Website in a manner that is consistent with the applicable Agreements and our Website’s intended purpose(s). You obtain no rights in our Website except to use it in

accordance with the applicable Agreements. Without limiting the generality of the foregoing, you shall not access or use our Website in violation of the terms set forth in any of the applicable Agreements, including, without limitation, the Acceptable Use Restrictions set forth in these Terms (collectively, “Prohibited Activities”). You will be solely liable for any damages, costs, or expenses arising out of or in connection with your commission of any Prohibited Activity. You shall notify us immediately upon becoming aware of the commission by any person of a Prohibited Activity and shall provide us with reasonable assistance upon our request with any investigations we may conduct in connection with any such Prohibited Activity.

#### 4. TERMINATION

- i. **Right to Terminate.** Subject to the terms set forth in the applicable Agreements, in addition to, and not in lieu of, any of our other rights set forth in these Terms, we reserve the right, with or without notice and in our sole discretion, to terminate these Terms, and/or your ability to access or use our Website for any reason, including, without limitation, for lack of use or if we believe that you have violated these Terms, or in the case of any activity by you that may harm us or other users, including, but not limited to, fraud, abuse of privileges, or misuse of our Website. You agree that we will not be liable to you or any third party for any such termination.
- ii. **Effects of Termination.** If we exercise our termination rights available under the applicable Agreements, your license to access and use our Website shall immediately terminate, and you must discontinue all access to and use of our Website affected by such termination.
- iii. **Fraudulent Activity.** If we suspect that you are engaging in any fraudulent, abusive, or illegal activity, we may refer such matter to appropriate law enforcement authorities.
- iv. **Survival.** The provisions of these Terms, which by their nature are intended to survive the termination or cancellation of these Terms, shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation. Without limiting the foregoing, the provisions of these Terms regarding indemnity and limitations of liability shall survive the termination or cancellation of these Terms.

#### 5. DISCLAIMERS

- i. **Disclaimer of all Warranties.**
  - a. OUR WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO OUR WEBSITE (INCLUDING, BUT NOT LIMITED TO, ANY SOFTWARE COMPRISING ANY PORTION OF OUR WEBSITE), WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT OUR WEBSITE WILL BE WITHOUT ERROR OR

INVULNERABLE TO VIRUSES, WORMS OR OTHER HARMFUL SOFTWARE OR HARDWARE.

- b. YOU HEREBY ACKNOWLEDGE THAT OUR WEBSITE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF OUR WEBSITE AND/OR TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF OUR WEBSITE CAUSED BY SUCH FACTORS.
- c. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION YOU SUBMIT THROUGH OUR WEBSITE.
- d. WE ARE NOT RESPONSIBLE OR LIABLE FOR, NOR DO WE REPRESENT OR OTHERWISE WARRANT THE PERFORMANCE OF ANY DEVICE YOU USE TO ACCESS OR USE OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTINUING COMPATIBILITY OF ANY DEVICE WITH OUR WEBSITE. BY USING ANY DEVICE TO ACCESS OR USE OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, AN OLD GLORY SUPPORTED DEVICE TO ACCESS THE CONTENT, YOU AGREE TO LOOK SOLELY TO THE ENTITY THAT MANUFACTURED AND/OR SOLD YOU THE DEVICE FOR ANY ISSUES RELATED TO THE DEVICE AND YOUR ABILITY TO USE THE DEVICE TO ACCESS AND USE OUR WEBSITE.
- e. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

## 6. YOUR LIABILITY

- i. **Agreement to Indemnify.** YOU AGREE THAT YOU WILL ONLY ACCESS AND USE OUR WEBSITE IN ACCORDANCE WITH THE APPLICABLE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE (OR ANY OF OUR SUBSIDIARIES OR AFFILIATED COMPANIES) INCUR ARISING FROM ANY BREACH BY YOU OF THESE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, OUR SUBSIDIARIES AND AFFILIATES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES (THE "RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES,

MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF OUR WEBSITE, YOUR CONNECTION TO OUR WEBSITE, YOUR VIOLATION OF THE APPLICABLE AGREEMENTS, OR YOUR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY.

- ii. **Additional Remedies.** The Released Parties reserve the right to seek all remedies available at law and in equity for your violation of the applicable Agreements, including the right to block access from a particular Internet address to our Website and report misuses to law enforcement.

## 7. LIMITATION OF LIABILITY

- i. **Maximum Liability.** EXCEPT AS OTHERWISE SET FORTH IN THE APPLICABLE AGREEMENTS AND WITHOUT LIMITING ANYTHING SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO YOUR ACCESS TO AND USE OF OUR WEBSITE SHALL BE THE AMOUNT OF \$100.
- ii. **No Liability for Incidental Damages.** IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR ACCESS TO OR USE OF OUR WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS TO OR USE OF OUR WEBSITE.
- iii. **Applicability of Limitations.** THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- iv. **Notice to California Residents.** IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
- v. **Venue for Litigation.** UNLESS PROHIBITED BY APPLICABLE LAW, THE PROCEEDINGS MUST BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS COVERING OKLAHOMA COUNTY, OKLAHOMA, AS APPROPRIATE. YOU ALSO THEREFORE AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSES OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR

RIGHT TO INITIATE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION, AND AGREE TO REMAIN BOUND BY ANY AND ALL LIMITATIONS OF LIABILITY AND DAMAGES INCLUDED IN THIS AGREEMENT.

- vi. **Time to Bring Claim.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENTS, YOUR ACCESS TO OR USE OF THE WEBSITE, OR YOUR DEALINGS WITH THE RELEASED PARTIES MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2) YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIMS IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTES OF LIMITATION. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.
- vii. **Prevailing Party.** IN ANY LEGAL SUIT, ACTION, OR PROCEEDING (AS APPLICABLE) BETWEEN YOU AND THE INDEMNIFIED PARTIES RELATED TO THESE TERMS, YOUR ACCESS TO OR USE OF THE SERVICES, OR YOUR DEALINGS WITH THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO COLLECT FROM THE NON-PREVAILING PARTY ITS REASONABLE LEGAL FEES AND COSTS, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPENSES, AND COURT COSTS INCURRED IN CONNECTION THEREWITH.

## 8. ADDITIONAL TERMS

- i. **Governing Law.** These Terms will be governed by the laws of Oklahoma, without giving effect to any principles of conflicts of laws.
- ii. **Severability.** If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, any warranty disclaimers and limitations of liability set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the applicable Terms shall continue in effect.
- iii. **Waivers.** Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- iv. **Admissibility of Terms.** A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitration, judicial, or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- v. **Assignment.** We reserve the right to transfer, assign, sublicense, or pledge these Terms, in whole or in part, to any person without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to



you. You may not assign, sublicense, or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms.

- vi. **Headings.** The section headings and sub-headings contained in these Terms are for convenience only and have no legal or contractual effect.
- vii. **Support.** If you have any questions or concerns about our Website or these Terms, please email us at [customerservice@OldGloryBank.com](mailto:customerservice@OldGloryBank.com).

**-End-**