



FIRST STATE BANK

A B E R N A T H Y

Terms of Use

BEFORE USING THIS WEBSITE PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

We require that all visitors to our site adhere to the following terms and conditions. If you do not agree to the terms and conditions below, you should not access this site, or any pages therein.

Illegal Use

Unauthorized use of First State Bank's website and systems including but not limited to unauthorized entry into our Internet banking system, internal network, misuse of passwords, or misuse of any information posted on our website is strictly prohibited.

Website Content

Any and all information, materials, product offerings, services, terms and conditions are subject to change without notice.

This website is not directed to children, although we may periodically advertise special accounts that may be appropriate for children. Parents of children interested in any of our online services should contact us at one of our many office locations.

Linked 3rd Party Sites

First State Bank maintains this website to provide you with information about our products and services. For your convenience, we may also provide links to various third parties websites that may be of interest to you. First State Bank does not control linked third party sites. When you click on links to third party sites, you will leave our website and will be redirected to another site. Linking to other third party sites is at your own risk. The content on linked sites may change without notice.

WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN LINKED THIRD PARTY SITES.

We suggest that you always verify the information obtained from linked sites before acting upon this information. First State Bank is not an agent for linked third parties nor do we endorse or guarantee their products and services. The products and services offered by linked third parties are not products of First State Bank and are not insured by any governmental agency such as the FDIC.

Also, please be aware that the security and privacy policies on linked sites may be different from our policies, so please read third party privacy and security policies closely. If you have any questions or concerns about the products and services offered on linked third party sites, please contact the third party directly.

Use of Information Submitted Through the Website

Any communication or material that you transmit to us through this website or through electronic mail may be used only by First State Bank for the purposes described in our Privacy Policy. All information submitted to our website shall be considered and shall remain the property of First State Bank; this information will only be used internally for the purpose intended or as allowed by law.

First State Bank shall be free to use, for any purpose, any idea, concept, know-how or technique contained in information submitted by a visitor to us through this website and First State Bank shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by direct customer relationship, or as otherwise specifically agreed or required by law. Nothing contained herein shall be

construed as limiting or reducing First State Bank responsibilities and obligations to customers in accordance with our Privacy Policy.

If you need to communicate personal or confidential information, please do not use the email feature on this website, it is not a secure email service. Instead contact us by telephone.

No Warranties

ANY DATED INFORMATION ON THIS SITE IS "AS OF" IT'S DATE ONLY. WE WILL USE EVERY REASONABLE EFFORT TO INCLUDE ACCURATE AND UP TO DATE INFORMATION ON THE SITE, BUT WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THE INFORMATION, DATED OR OTHERWISE, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

ALL INFORMATION, MATERIALS AND SERVICES CONTAINED IN THIS SITE, INCLUDING GRAPHICS, LINKS, AND ANY OTHER ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE" TO THE USER WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS.

Trademark Notices

All registered and unregistered trademarks are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

Copyright Notices

First State Bank owns copyright in the pages, screens, text, sound recordings, and images appearing at this site unless otherwise indicated.

Limitation of Liability

FIRST STATE BANK WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION DIRECT OR ANY INDIRECT, SPECIALS, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, ARISING IN CONNECTION WITH THIS WEBSITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, EVEN IF FIRST STATE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHERMORE, FIRST STATE BANK WILL NOT BE LIABLE FOR ANY DIFFICULTY IN USE, OR FOR THE INCOMPATIBILITY BETWEEN THIS WEBSITE AND YOUR WEB BROWSER OR OTHER SITE ACCESSING PROGRAM. NOR WILL FIRST STATE BANK BE LIABLE FOR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

No license to you is implied in these disclaimers, except as may be otherwise expressly provided by written agreement between you and First State Bank.

Governing Law

This agreement shall be governed by and construed in accordance with federal statutes and the laws of the State of Texas.

This website is 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.

Additional Terms

Certain services or pages on this website may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those services or pages.