

**PLEASE READ THESE TERMS OF USE (the "Agreement") CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.** First State Bank of Burnet and its affiliates ("First State Bank of Burnet" or "Bank") provide access to its web site ("Site") and its products and services to you subject to the following Agreement. By accessing the Site, you consent and accept to the terms and any amendments to the Terms. First State Bank of Burnet may revise the Terms at any time, without giving you prior notice, by updating this posting.

Different products, features and services available at or through the Site, and/or different pages or sections of the Site, may be subject to separate terms and conditions in addition to the terms of this Agreement. In the event of a conflict, such separate terms and conditions will govern and control with respect to the corresponding product, feature, service, page or section. This Agreement is not intended to affect or amend any agreement or contract between you and the Bank for the provision of a particular financial product or service, and the Bank's relationship with you as to such particular financial product or service shall be governed by the written terms of the agreement or contract contemplating such financial product or service.

## **USE OF SITE**

First State Bank of Burnet requires all users and viewers of the Site to agree to the terms of this Agreement as a condition to accessing the Site. **BY ACCESSING THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS SITE. THE BANK MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN THE BANK'S SOLE DISCRETION WITHOUT PROVIDING NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF THE BANK'S SITE. ANY USE OR VIEWING OF THE BANK'S SITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED.** The Bank may also discontinue the operation, maintenance or provision of this Site, any pages therein, and/or any related content, features, products or services, or the terms thereof, at any time without notice or liability to you or any third party.

You are responsible for obtaining and maintaining all telephone equipment and services, internet connection services, computer hardware and software, and other equipment necessary for you to access and use the Site. The Bank is not responsible or liable to you for any errors or failures resulting from defects in or malfunction of your computer or related equipment or services, nor is the Bank responsible or liable to you for any computer virus or related problems that may be associated with the use of an online system. **THE BANK MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR COMPUTER OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

First State Bank of Burnet restricts access to Password-protected areas of the Site to authorized users only. If you are an authorized user, you are responsible for maintaining the confidentiality of your UserID, your Password and for any Multi-Factor Authentication (MFA) that the Bank may require you to enter for security and authentication purposes. You are responsible for protecting the security of any passwords you use in connection with the Bank's Site and the security and integrity of any information you download from the Site.

All products and services of First State Bank of Burnet are subject to the terms and conditions of the applicable Service Agreements governing their use. Product offers, rates, terms, and other information provided are subject to change without notice.

You agree not to use the Site for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. You also agree that your use of the Site is personal to you and that you will not resell or assign use of the Site or make any unauthorized commercial use of the Site.

## **CHILDREN USING OUR SITE AND OUR SERVICES**

Children should always ask a parent or legal guardian for permission before sending personal information to anyone online. The Bank's Site is a general audience Site, and the Bank expects that children may visit the Site. Only the parent or legal guardian of a child under the age of 13 should access the Bank's Services, even when a deposit account has been established on behalf of the child. Should you have additional questions or concerns, please contact the Bank's Customer Service team at 1-512-756-2191 or by sending an email to [customerservice@fsbburnet.com](mailto:customerservice@fsbburnet.com).

## **PRIVACY POLICY**

You acknowledge and agree that the Bank may monitor and keep a record of your use of the Site. The Bank reserves the right to place various "cookies" or similar text files on your computer to record preferences you have entered and to modify the Site accordingly, and also for security or user authentication purposes. The privacy policies of other businesses providing any of the services and products on the Site may be different than those of First State Bank of Burnet and you should review those policies before engaging in a transaction or providing any personally identifying information to such businesses.

## **COMMUNICATIONS**

The Bank takes commercially reasonable measures to protect the security of information electronically transmitted to the Bank through the use of customer service information forms integrated into the Site. However, the Bank advises you to exercise caution when sending e-mail through the Internet as such transmissions may not be secure. Please do not use e-mail to send confidential or privileged information (such as account numbers or financial information), information that may need immediate attention, or information the Bank has required you to send us. The Bank will not be liable to you for any losses or damages incurred as a result of the interception or unauthorized use by any third party of any

information transmitted by you via insecure e-mail or as a result of your use of e-mail for the transmission of, or our failure to respond to e-mail that includes, information that the Bank has required you to submit through another express means or medium.

You acknowledge and agree that when you submit any information to the Bank through the Site, such information may be disclosed and transferred among the Bank's service providers, subject to the provisions of applicable law. You further agree that the Bank may disclose any information you submit (i) if we have a right or duty to do so, (ii) if we are compelled or permitted by law to do so, (iii) as directed by you, and/or (iv) as necessary to provide you with products or services you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas or the like which you send to us by or through the Site, or at any e-mail address the Bank has provided at the Site, will be treated as being non-confidential and non-proprietary as to you, and the Bank will be free to use the same or any information contained therein for any purpose whatsoever (including, without limitation, for the purposes of developing, manufacturing and marketing products and services) without paying any compensation to you, and the same shall be deemed the Bank's property upon receipt. Nothing herein shall be construed as limiting the responsibilities and obligations as set forth in the Bank's Privacy Policy. You may review the Bank's Privacy Policy on the Site.

## **COPYRIGHT/TRADEMARKS**

All of the material displayed on this Site, including the images, design, look and feel, photographs, audio, page headers, software, buttons, video, other icons, graphics, text, screens, and web pages and the selection and arrangement thereof ("Content") is either the property of the Bank or is displayed by way of a license from the material's owner. The Bank, or other parties as indicated, may also own the trademarks, service marks, registered service marks, or registered trademarks and logos ("Marks") displayed on the Site. You agree not to use the Content or Marks for any purpose without the express written consent of the Bank or the third party that may own the Content or Marks.

## **LINKING**

You may not create any link to either the First State Bank of Burnet home page or any other of the Bank's web site pages without the written approval of the Bank, including, without limitation, a link on a publicly accessible web site. You may not use any of the Bank's Marks or Content. No person may link to this Site from any web site not owned or sponsored by the Bank without first notifying the Bank of the intention to create such link and obtaining the Bank's written permission.

## **THIRD PARTY CONTENT, PRODUCTS AND SERVICES**

The Bank may provide you links to Internet web sites maintained by third parties. The Bank does not control such third parties and does not operate, control or endorse in any respect any information, products or services on such third party web sites. Your use of third party content or purchase of third party products or services is at your own risk.

If you should link to or access a separate website maintained by a third party, you should review and will be subject to any terms and conditions applicable to the use of that particular website.

## **NO WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

THE BANK MAKES NO REPRESENTATION OR WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND/OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

## **EXCLUDING OF DAMAGES; LIMITATION ON LIABILITY**

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THE BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE BANK OR THROUGH OR FROM THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THE TERMS, FIRST STATE BANK OF BURNET SHOULD HAVE ANY LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE TERMS, THE SITE OR THE SERVICES, YOU AGREE SUCH LIABILITY SHALL NOT EXCEED \$1,000.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS CLAUSE GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## **INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS FIRST STATE BANK OF BURNET FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD CONSTITUTE A BREACH BY USER OF THESE TERMS AND CONDITIONS.

## **LAWS AND REGULATIONS**

The Terms constitute the entire agreement between you and First State Bank of Burnet with respect to your access to the Site and governs your use of the Site, superseding any prior agreements between you and First State Bank of Burnet. Notwithstanding the foregoing, Authorized users may be subject to additional terms and conditions as set forth in any other applicable Bank online services agreement. You agree that Texas law, without regard to conflicts of law principles, shall govern your access to and use of this Site, except to the extent such laws are preempted by federal law or regulation. You and First State Bank of Burnet agree, to the maximum extent permitted by applicable law, to submit to the personal and exclusive jurisdiction of the state or federal courts located within Burnet County, Texas and to venue in Burnet, Texas. Unless otherwise specified, this Site is controlled and operated by First State Bank of Burnet from its offices within the State of Texas. First State Bank of Burnet makes no representation that materials in the Site or the Services are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. First State Bank of Burnet reserves the right to seek all remedies available at law and in equity for violations of these terms and conditions, including the right to block access from a particular Internet address to the Site. This Site is intended for use only in the United States or other jurisdiction that would recognize the choice of law and choice of jurisdiction provisions made herein. The failure of First State Bank of Burnet to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must give the Bank notice of any claim or course of action (a "Claim") arising out of or related to use of the Site within one (1) year after you became aware of the material facts and circumstances giving rise to such Claim and any Claim must be filed within two (2) years after such claim arose or be forever barred.