

THE SERVICE

You are using The First State Bank Web Site. ("The First State Bank" or "we") provide service through the site to you subject to the following Web Site Agreement. Your use of the Service or the Site constitutes your acceptance of this Web Site Agreement.

The First State Bank financial services are offered subject to the applicable agreement for each service. This would include any services that may be provided through independent third party service providers accessed through navigation from this Site. This is further discussed below.

REGISTRATION

You may be invited to register at the Site to help us tailor the Service for you or to alert you to other products and services. In registering for the Service, you agree to provide accurate, true, current, and complete information as requested on the registration screens. As a convenience to you, a profile may be created based on the registration information that you provide. This profile and any registration information you provide will be protected as provided in our "Privacy Policy."

ACCESS CODE / PASSWORD

Prior to your first use of Online Banking, you will provide your Customer Number and a Password (the Customer Number and Password collectively are referred to as the "Access Codes"). You will need the Access Codes to gain access to Online Banking. Use of the Access Code is the agreed security procedure between you and The First State Bank. Anyone to whom you give or disclose your Access Codes will have full access to your accounts, even if you attempt to limit that person's authority. There is no charge if you change your Password for security reasons. (Your Password can be changed through the Online Banking site under User Options.)

If you forget your Password you must contact the Bank and upon verification you will be issued a temporary password. The First State Bank does not have access to or knowledge of your Password. Under no circumstances should a Bank employee request your Password through Online Banking, over the Internet, or through other contact. Do not respond to any such request, even if the person claims to represent The First State Bank.

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As a condition of your use of this Web Site, you warrant that you will not use this Web Site or any information contained on the Web Site for any purpose that is unlawful or prohibited and that you will not access this Web Site or use materials or services available on this Web Site from territories where such access or use is illegal.

The Service and the Site are owned by The First State Bank and are protected by U.S. copyright laws. You are granted a non-transferable, revocable license to use the Service and the Site for your use only. You may not sell, rent, transfer, link to, reproduce or republish all or any portion of the Service or Site for any other commercial or public purpose. Nor may you transfer, assign or sublicense your right to use the Service or Site. The First State Bank and other parties own the trademarks, logos, and service marks ("Marks") shown on the Site and Linked Sites. You are not

authorized to use these Marks without express written permission from The First State Bank or such other parties that own the Marks.

LINKED WEB SITES

When you leave this Site to use the services of, or complete transactions with, an independent third party service provider, your use of their site and services (the "Linked Web Site") will be governed by the terms of the use of the provider of the Linked Site. As used here, "Linked Web Sites" include, but are not limited to, any co-branded Web Sites - - sites displaying a The First State Bank header but also containing the name of the third party provider - - and independent third party Web Sites reached through navigation from this Site or other linked Sites. The Terms of Use applicable to each linked Site will be presented to you at the bottom of each page of the Linked Site. In the event you choose to use any services available at a Linked Site, you agree to read and adhere to the Policies and Terms of Use applicable to that Site.

By accepting these terms of The First State Bank Web Site Agreement, you acknowledge and agree that the material, information, content, products and services offered or provided at the Linked Sites or by the Linked Site providers, including and without limitation, any and all promotions and advertising, are not supplied by The First State Bank. The First State Bank makes no promises regarding the materials, information, content, products or services provided at the Linked Sites. Also, any advice, opinions, or recommendations offered by the Linked Site providers are those of the providers and not The First State Bank. Your participation in any Linked Site, including payment for and the delivery of goods or services, is based solely on an agreement between you and the Linked Site service provider.

TOOLS AND CALCULATORS

This Web Site may contain tools and calculators. We provide tools and calculators, as a service to users, for educational purposes only. We do not guarantee the accuracy of the calculators or the results and are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of such tools and calculators.

DISCLOSURES

Disclosure Statement for Consumers: Loan information presented on the Web Site of The First State Bank is in accordance with the Federal Reserve Truth-In-Lending Act (12CFR226).

Interest Rates that may be displayed for loan products are based on an Annual Percentage Rate (APR) and may change at any time.

Deposit information displayed on the Web Site of The First State Bank is in accordance with the Federal Reserve Truth and Savings Act (12CFR230). Interest Rates that may be displayed for deposit products are based on Annual Percentage Yield (APY) and may change at any time.

DISCLAIMER

This service is offered on an "as is", "where is", and "where available" basis, with no warranty of any kind, whether expressed, implied, or statutory; including, but not limited to, warranties of title or the implied warranties of merchantability or fitness for a particular purpose. This does not affect those warranties which incapable of exclusion, restrictions, or modification under the laws applicable to this agreement.

You acknowledge that neither The First State Bank, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that the Service or the Site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Service or the Site, or as to the timeliness, sequence, accuracy, reliability, completeness or content of any information, service, or merchandise provided through the Service and the Site. The First State Bank does not endorse products or services appearing on Linked Sites or purchased via Linked Sites.

Except as may be specifically provided in this Agreement or where the law requires a different standard, you agree that The First State Bank is not responsible for any loss, property damage or bodily injury whether caused by access to or use of the Service or the Site. To the maximum extent permissible under applicable law, The First State Bank will not be responsible to you or any third party claiming through you for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation or use of the Service, the Site, any online Service or Internet Browser software, including liability associated with any computer viruses which may infect your computer system.

This publication could include technical inaccuracies or typographical errors.

Changes may be periodically made to the information herein.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless The First State Bank, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of (i) your use of the Service and the Site by you and (ii) activities occurring under your account.

GENERAL

The First State Bank reserves the right to modify or terminate the Service and the Site or to terminate your access to the Service and Site, in whole or in part, at any time without notice.

The First State Bank, our employees, officers, directors, and shareholders are not responsible for typographical errors or errors of omission; and we cannot guarantee that all information is accurate or complete.

If any part of this agreement is determined to be unenforceable by a court of competent jurisdiction, the unenforceable portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and the remainder of the agreement shall continue in full force and effect.

This agreement constitutes the entire agreement between you and The First State Bank with respect to the use of this Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to this Web Site. A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

GOVERNING LAW

You agree that your use of this Site shall be governed by all applicable Federal laws and the laws of the State of Texas.