

# On Site Branch Courtesy Wi-Fi

While on site at any First State Bank location, you may access the Internet through a wireless Internet access device (the "Service") operated by First State Bank. The purpose of the Service is to provide free public wireless Internet access to our customers while on site at one of our First State Bank branch locations. You may use the Service only if you agree to the following terms of service each time you access the Service.

#### Terms of Service (TOS)

## Access to Wi-Fi

The Wi-Fi service is a free public service provided by First State Bank. Your access to the Service is completely at the discretion of First State Bank, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for First State Bank, disruption of access to other Users or networks, or violation of applicable laws or regulations. First State Bank may revise the TOS at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. This is an open wireless network. No network communication is 100% secure.

Please remember: NO network communication should be considered private or protected. All communication over First State Bank network is subject to monitoring. Additionally, media and material stored in First State Bank network environment are subject to disclosure under the Freedom of Information Law. First State Bank reserves the right to reduce throughput or access as need be.

## **Acceptable Use of the Service**

Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of First State Bank, or any third party. First State Bank cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

#### Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that First State Bank does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection.

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HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, IN WHICH CASE, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **No Consequential Damages**

UNDER NO CIRCUMSTANCES WILL FIRST STATE BANK, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

#### THE USE OF THE SERVICE FOR THE FOLLOWING ACTIVITIES IS PROHIBITED:

Spamming and Invasion of Privacy of Others, Violating Intellectual Property Law, Transmitting Obscene or Indecent Speech or Materials, Transmitting Defamatory or Abusive Language, Hacking or Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities.