

# Terms & Conditions

## Acceptance of the Site Terms

Please read the following Site Terms carefully. Your use of this site, and all sites provided by or on behalf of Atlantic South Bank, A Division of Wheeler County State Bank (WCSB) (collectively, the "Site"), are governed by these Site Terms and any amendments thereto that the Bank may publish from time to time (the "Site Terms"). By using the Site, you are agreeing to be bound by the Site Terms and to comply with all applicable laws and regulations. You also represent and warrant that you are at least 18 years old or are otherwise legally authorized to use this site. If you do not agree to the Site Terms, please do not use the Site.

## Agreement Regarding Proprietary Rights

You agree that you will not infringe upon any copyright, trademark, or other proprietary right of WCSB or its partners or affiliates, that you will not copy the Site in whole or in part except as expressly authorized herein, and that you will not decompile, reverse engineer, disassemble, or create derivative works of any work or software or other products or processes accessed through or on the Site. You further agree not to access or provide access to the Site by means other than the interface provided by WCSB for use in accessing the Site, and not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site. You agree to immediately cease and desist any and all uses of WCSB trademarks, content or other proprietary material upon request by WCSB.

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All content on the Site, including without limitation, all data, information, terminology and forms, is believed to be accurate. You, however, should independently evaluate the accuracy of the content and the suitability of any content, product, or service for your particular application and needs. Content is subject to change without notice. In addition, WCSB reserves the right to make changes - without notification to users of the Site and clients - that do not affect compliance with any applicable specification. WCSB does not guarantee that products or services listed on the Site will be available at the time of your inquiry.

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The Site may from time to time contain links to other websites. These links do not constitute an endorsement, sponsorship or recommendation by WCSB - nor a responsibility for - the linked website or any content, services or products available on or through the linked website. The Site also may contain material or information provided, posted or offered by third parties, including but not limited to advertisements. You agree that WCSB shall have no liability to you for any such third party material or information or for any goods, services, resources or content available through any third party or third party website, or for any harm related thereto.

## User Conduct

Users of this site agree to the following:

- not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or affiliated or linked sites;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites;
- not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive or destructive files;
- not to use or attempt to use another's account, password, service or system without authorization from WCSB;
- not to create or use a false identity;
- not to transmit through the Site any message, data, information, text or other content that is unlawful, inaccurate, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, sexually or adult oriented, inflammatory, promotes hate or racism, or is otherwise objectionable; and
- not to transmit through the Site any message, data, information, text or other content that would constitute or encourage a criminal offense, violate any intellectual property or other proprietary right of any party, or otherwise create liability or violate any local, state, national or international law or regulation.

## Disclaimer of Warranties

THE SITE AND THE CONTENT AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE SITE AND/OR ITS CONTENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WHEELER COUNTY STATE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

WCSB DOES NOT MAKE ANY WARRANTY THAT THE SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES WCSB MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR ITS CONTENT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF

THE SITE OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE FILES. YOU UNDERSTAND AND AGREE THAT ANY CONTENT AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WCSB OR VIA THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU ACKNOWLEDGE THAT WCSB DOES NOT CONTROL ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE. WCSB ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT, PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY SUCH THIRD PARTIES THROUGH THE SITE.

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **Limitations of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WCSB OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE THE SITE OR ANY CONTENT CONTAINED ON THE SITE, OR ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WCSB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to indemnify and hold harmless WCSB, its subsidiaries, affiliates, officers, partners, directors, employees, agents and suppliers from any claim, demand, action or damage, including reasonable attorney's fees, made or incurred by any third party arising out of or related to your use of the Site, any content you transmit via the Site, or your violation of the Site Terms.

## **Privacy**

It is WCSB's policy to respect the privacy of its users. For that reason, WCSB provides a privacy policy which explains what information we collect and how it is used. For more information, please see our privacy policy shown on the home page.

You agree that we may disclose personal information we collect from you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, to protect the rights, property or safety of WCSB or others, or as stated in our Privacy Policy.

## **Communications with WCSB**

Except as otherwise addressed in our privacy policy, you agree that any communications you may have with WCSB, including without limitation, questions, comments, suggestions, ideas, drawings, or original material or information, are non-confidential and shall become the sole property of WCSB upon transmission of such communications to WCSB via e-mail or other means. WCSB shall own the exclusive rights to such communications, and shall be entitled to their unrestricted use for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You agree that WCSB may contact you by email or otherwise.

## **Changes to These Site Terms**

WCSB may change these Site Terms from time to time, and reserves the right to do so. We need not inform you of changes to the Site Terms. Your continued use of the Site after we have posted any such changes to the Site Terms constitutes your acceptance of any such changes.

## **Changes to the Site**

WCSB may, in its sole discretion, terminate, change, suspend or discontinue any aspect of the Site or any services offered via the Site, temporarily or permanently, without notice to you, and you agree that WCSB shall not be liable therefore.

## **Termination**

WCSB reserves the right to terminate your license to use the Site, and to block or otherwise prevent your future access to and use of the Site, with or without notice to you, and at sole discretion of WCSB. You agree that WCSB shall not be liable for any termination of your use of or access to the Site, or for any harm caused thereby. In the event of any termination of the Site Terms or your use of or access to the Site, you agree that the provisions regarding Agreement Regarding Proprietary Rights, Product Purchases, Disclaimer of Warranties, Limitations of Liability, Privacy, Indemnification, Termination, Applicable Law and General shall survive any such termination.

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## **Notice of Infringement**

If, as a result of your use of the Site, you believe that any content of the Site or use or operation of the Site infringes any patent, trademark, copyright or other intellectual property right that you own or control, then you agree to provide written notice to WCSB prior to the commencement of any legal action. Such notice shall be sent to:

WHEELER COUNTY STATE BANK  
ATTN: CHIEF OPERATIONS OFFICER  
P. O. BOX 408  
ALAMO, GA 30411

## **Applicable Law**

These Site Terms shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. without giving effect to conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of Wheeler, Georgia, U.S.A. You agree that any claim or cause of action arising out of or related to these Site Terms or to any Site use must commence within one year after the claim or cause of action arose; otherwise such claim or cause of action is permanently barred, regardless of any statute of limitations to the contrary.

## **General**

Should any provision in these Site Terms be found invalid or unenforceable for any reason, then that provision shall be enforced to the maximum extent possible so as to give effect to the intent of the parties as reflected by that provision, shall be deemed severable from these Site Terms, and shall not affect the validity or enforceability of the remaining provisions. Any failure by WCSB to enforce or exercise any provision of the Site Terms or related right shall not constitute a waiver of that right or provision. The section titles used in the Site Terms are purely for convenience and carry with them no legal or contractual effect.