

# First National Bank Spearman, TX

## Web Site Acceptable Usage Policy v1.0

**Scope.** Customer and all persons and entities accessing the Services must comply with this Acceptable Use Policy (“AUP”). By using the Services, Customer acknowledges, and agrees to ensure compliance with, this AUP. This Financial Institution and its service providers in its discretion may modify this AUP at any time.

**Restrictions on Use.** Customer agrees to ensure that the Services will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam”, and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Customer agrees not to permit the Services to be used to transmit or disseminate any:

- i. junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Customer does not otherwise have a legal right to send such material;
- ii. material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- iii. material or data, that is illegal, or material or data, as determined by this Financial Institution and/or its service providers (in the Financial Institution’s sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of this Financial Institution or any third-party service provider involved in the provision of the Services;
- iv. material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic related (e.g., adult themes, sexual content), crime related, (e.g., organized crime, notorious characters), violence related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier;
- v. viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- vi. material or information that is false, misleading, or inaccurate;
- vii. material that would expose this Financial Institution , any third-party service provider involved in providing the Services , or any other third party to liability; and/or

- viii. any signal or impulse that could cause electrical, magnetic, optical or other technical harm to the equipment or facilities of the Financial Institution, or any third party.

Customer shall not access any carrier services that Customer has not ordered or for which Customer has not paid applicable fees. Customer will not use or attempt to use a third-party's account with this Financial Institution and/or its service providers, or interfere with the security of, or otherwise abuse, the Services or other customers of this Financial Institution. . Customer shall not interfere in any manner with the provision of the Services by this Financial Institution or its service providers.