

SECURITY BANK, Odessa, TX  
Website Terms of Use  
(Effective December, 2010)

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We make no representation or warranty that (I) the Site will meet your requirements, (II) the Site will be uninterrupted, timely, secure, or without error, (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 from us or through the Site will create any warranty not expressly stated in those terms.

You agree that we will not be liable to you or any third party for any harms, injuries or claims, which lawyers and courts may refer to as direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such damages and regardless of the form of action, whether in contract, warranty, tort (including, without limitation, negligence), strict liability or otherwise, resulting from (I) the use of or inability to use the Site, (II) the cost of obtaining substitute goods and services resulting from any products, data, information or services purchased or obtained, or messages received, or transactions entered into, through, or from the Site, (III) unauthorized access to or alteration of your transmissions or data, (IV) statements or conduct of any other person using or accessing our Site, (V) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, and/or (VI) any other matter relating to the Site or your use thereof.

You agree to defend, indemnify and hold harmless SECURITY BANK, Odessa, TX, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of your violation of this Agreement or misuse of this Site, including such violation or misused conducted by your employee or agent, if applicable.

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