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We may also discontinue the operation, maintenance or provision of this Site, any pages thereof, and/or any related content, features, products, or the terms thereof, at any time without notice or liability to you or a third party.

Products advertised and/or offered through this Site will only be available where allowed by law and may be subject to other eligibility standards or requirements. We reserve the right to determine your eligibility.

Children are not eligible solely and individually to open accounts with us without their parent or legal guardian being a joint owner on the account with them. We prohibit minors under the age of 13 from submitting any personal information to us or using this Site. We do not collect or maintain information from those actually known to be under the age of 13, and no part of our Site is structured to attract anyone under the age of 13.

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In the event a third party site is co-branded with us, we shall not be considered an agent of such or have direct or indirect responsibility or liability to any party for actions, omissions or warranties of any kind

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We advise you to exercise caution when sending us e-mail through the Internet; as such transmissions may not be secure. For example, e-mail may be intercepted by a third party or may not be received by the designated person or department in a timely manner. Therefore, please do not use e-mail to send us confidential or privileged information, such as account numbers or financial information, any information that may need our immediate attention, or information we have required you to send us in a signed writing or by other express means. If you chose to do so, we will not be liable to you for any losses or damages incurred as a result of any information transmitted by you in this manner or as a result of your use of e-mail for the transmission of, or our failure to respond to e-mail that includes information that we have required you submit through another express means or medium. Please be

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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, Midland, 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.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. Any rights not expressly granted herein are reserved.

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