



Terms of Use and Online Privacy

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1. Welcome

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2. General

You agree and understand that effective use of this Site may require your browser to use software plug-ins and modules, in order to correctly display content and utilize features on the Site.

Access to the Site may from time to time be unavailable, delayed, limited, or slowed due to, among other things: hardware or software failure, overload of system capabilities, loss of utilities, and/or any other cause outside the control of Monet Bank. The Bank is not responsible for any computer virus or related problems that may be associated with your use of or access to this Site or any of the Service(s) (as defined below).

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If you are an account owner, you may use the Site to access your account, transfer funds to and from your account, and perform other actions related to your account, provided you have created credentials and been authenticated. If these Terms conflict with your Service Agreements, including but not limited to the Deposit Account Agreement, unless specially stated otherwise in the other agreement, the other agreement will control.

Should you choose to submit your application for an account online, you will provide your personal information needed to open your account through the Internet. In order to protect your personal privacy, your personal information is transmitted to us in a "secure session" that is established through our data security system. You may, of course, elect to send us this information offline through the mail.

4. Access to the Site; Restrictions on Use

The Bank restricts access to password-protected areas of the Site to authorized users only. If you are an authorized user, you are responsible for maintaining the confidentiality of your account access credentials (user name, password, and/or authenticating information). You agree to immediately notify the Bank of any unauthorized use of your account credentials or any other breach of security. The Bank is not liable for any loss or damage arising from your failure to protect the confidentiality of your account credentials or your other security lapses. Unauthorized use of the Services, misuse of passwords, or misuse of any information or material posted on the Site is strictly prohibited.

Any attempt to log on to this Site from any country under sanctions by the Office of Foreign Assets Control ("OFAC") may result in your access being restricted and/or terminated.

You may use the Service(s), including this Site, only for lawful purposes and you agree not to use the Service(s) in any way that violates any applicable federal, state, local, or international law or regulation.

5. Security

Monet Bank aggressively works to protect its operating systems and electronic information by using anti-virus software, anti-spyware software, firewalls, and other defensive measures. Monet Bank enforces strict identification measures for customer requests over the telephone or in writing.



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11. NO WARRANTY

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13. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to release, indemnify, defend, and hold harmless Monet Bank and all of its direct and indirect subsidiaries, officers, directors, employees, agents, successors, and assign from and against all losses, damages, claims, liabilities, expenses (including attorneys' fees), and related costs and expenses (including by law firms and forensic firms), correction or restoration of any destroyed, lost or altered data, notification to affected customers, offering and providing of credit monitoring, customers service, or other remediation services, and any related costs) brought by any person arising from or relating to your access and use of the site, including the unauthorized access or use of the site and, without limitation, any claims alleging facts that, if true, would constitute a breach by the user of the terms. Monet bank's rights to indemnity are in addition to all other rights and remedies available at law or in equity. Any exercise by Monet Bank of its rights to indemnification shall be without prejudice to such other rights and remedies.

14. Enforceability and Governing Law



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In the event any of the terms or provisions of the Terms shall be held unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. The Terms shall be subject to any other agreements you have entered into with Monet Bank.

Monet Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or failure on the Bank's part to exercise any right or remedy shall be a waiver of that or any other right or remedy. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies in the future.

The user's access to and use of this Site, and the Terms of this disclaimer are governed by all applicable federal laws and the laws of the State of Texas, without regard to its conflict of law principles; and the user agrees that venue shall be located in Collin County, Texas.

15. Changes

Monet Bank may change these Terms at any time. Any changes or updates will be effective immediately upon posting to this site. The effective date of these Terms, as stated below, indicates the last time this statement was materially changed. Checking the effective date below allows you to determine whether there have been such changes since the last time you reviewed the statement.

16. Questions

For further direction regarding inquiries concerning these Terms, you may contact us by e-mail or telephone as described on the site.

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