

Terms of Use

User Agreement

This website (payments.firstusbank.com) is owned by First US Bank. Your use of this website and its services are subject to the following terms of use, including the First US Bank Privacy Policy. By using this website or the services on this website including the online application, you agree to be legally bound by all of the terms of use contained or referenced herein. First US Bank may, in its sole discretion, change these terms of use and modify the contents of the website without notice. Such changes or modifications will be effective immediately upon their posting to the website. Your continued viewing or use of the website following such posting will constitute your acceptance of any and all such terms of use.

This website has been established for the sole purpose of conveying information about the Company's products and services and to allow communication between the Company and its customers. Information that appears on this website should be considered an advertisement. Nothing contained in any page on this site takes the place of the Company's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the Company's agreements and disclosures, the agreements and disclosures will control.

Intellectual Property

The information and materials contained in this website are owned by the Company or by others, as applicable. No material may be copied, displayed, transmitted, distributed, framed, sold, stored for use, downloaded, or otherwise reproduced except as permitted by law.

Links to Third-Party Websites

The website may contain links to other websites operated by third-parties. Unless First US Bank advises you otherwise in writing, any such linked sites are not under the control of First US Bank or its affiliates, and First US Bank is not responsible for the content of any such third-party sites. Such links do not imply First US Bank's endorsement or approval of material on any other site. It is your sole responsibility to take any necessary steps to ensure that material selected from such linked sites is free of viruses, worms, Trojan horses and other harmful items. First US Bank and its affiliates are not responsible for and expressly disclaim all liability for damages of any kind arising out of your use of any such linked third-party sites, or reference to or reliance on information contained in such third-party sites.

No Unlawful or Prohibited Use

As a user of the website, you agree that you will not use the site for anything that is unlawful or prohibited by these terms. You will not use this site in any way that could hinder another user. You may not use the site in any manner that could damage, disable, overburden, or impair the website.

Warranty Disclaimer

You expressly agree that your use of this website is at your sole risk. The content, services, information and access to the website are provided on an 'as is' and 'as available' basis. First US Bank and its affiliates expressly disclaim any and all warranties of any kind, expressed or implied, including, but not limited to, any warranties of accuracy, reliability, no infringement, merchantability or fitness for a

particular purpose. First US Bank and its affiliates do not warrant that access to the website or use of the website or transmission to or from the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes the website available are free of viruses or other harmful components. First US Bank does not warrant or make any representations regarding the use or the results of the use of the website in terms of its quality, correctness, accuracy, reliability, or otherwise.

All such warranties and conditions are excluded and disclaimed to the fullest extent permitted by applicable law.

Limitation of Liability

First US Bank, its affiliates, and the officers, directors, employees or representatives of any of the foregoing, are not liable in any way for any direct, indirect, special, punitive, or consequential damages arising out of or in connection with this website or the use of this website or a linked website or with the delay or inability to use this website or a linked website. This limitation includes, but is not limited to, the transmission of any viruses or harmful code that may affect a user's equipment, any incompatibility between this website's files and the user's browser or other website accessing program, failure of any electronic or telephone equipment, communication or connection lines, unauthorized access, theft, operator error, or any force majeure. First US Bank does not guarantee continuous, uninterrupted or secure access to this website or a linked website.

Waiver and Severability

No delay or failure by First US Bank to exercise any right with respect to these terms of use shall be interpreted to be a waiver of any rights by First US Bank. If any provision of these terms of use is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the unenforceable provision will be modified by the court solely to the extent necessary to cause such provision to be enforceable and remaining terms use shall be unaffected and shall remain binding on you.

Governing Law

These terms of use and your use of this website shall be governed by all applicable federal laws of the United States of America and the laws of the State of Alabama. You consent to the exclusive jurisdiction of courts sitting in the State of Alabama in all disputes arising out of or relating to the contents or use of this website.