

## **Website Terms and Conditions**

### **Agreement between user and CAPITALBANKEP.COM**

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CAPITALBANKEP.COM is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of CAPITALBANKEP.COM constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

CAPITALBANKEP.COM is an informational site for banking services.

This website provides information about Capital Bank and its banking services and gathers contact information that is actively and voluntarily provided by potential clients.

### **Privacy**

Your use of CAPITALBANKEP.COM is subject to Capital Bank's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting CAPITALBANKEP.COM or sending emails to Capital Bank constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Capital Bank is not responsible for third party access to your account that results from theft or misappropriation of your account. Capital Bank and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Capital Bank does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use CAPITALBANKEP.COM only with permission of a parent or guardian.

### **Links to third party sites/Third party services**

CAPITALBANKEP.COM may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Capital Bank and Capital Bank is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Capital Bank is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Capital Bank of the site or any association with its operators.

Certain services made available via CAPITALBANKEP.COM are delivered by third party sites and organizations. By using any product, service or functionality originating from the CAPITALBANKEP.COM domain, you hereby acknowledge and consent that Capital Bank may share such information and data with any third party with whom Capital Bank has a contractual relationship to provide the requested product, service or functionality on behalf of CAPITALBANKEP.COM users and customers.

### **No unlawful or prohibited use/Intellectual Property**

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### **International Users**

The Service is controlled, operated and administered by Capital Bank from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Capital Bank Content accessed through CAPITALBANKEP.COM in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Capital Bank, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your

violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Capital Bank reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Capital Bank in asserting any available defenses.

**Liability disclaimer**

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**Termination/access restriction**

Capital Bank reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Capital Bank as a result of this agreement or use of the Site. Capital Bank's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Capital Bank's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Capital Bank with respect to such use. 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.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Capital Bank with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Capital Bank with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Changes to Terms**

Capital Bank reserves the right, in its sole discretion, to change the Terms under which CAPITALBANKEP.COM is offered. The most current version of the Terms will supersede all previous versions. Capital Bank encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Capital Bank welcomes your questions or comments regarding the Terms:

Capital Bank  
8700 Montana Avenue  
El Paso, Texas 79925

Telephone number:  
(915) 881-6700

Effective as of April 11, 2013

