

# East Wisconsin Savings Bank

## Website Terms and Acceptable Use

### Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of East Wisconsin Savings Bank's privacy policy.

### License to use website

Unless otherwise stated, East Wisconsin Savings Bank and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without East Wisconsin Savings Bank's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without East Wisconsin Savings Bank's express written consent.

### **Restricted access**

Access to certain areas of this website is restricted. East Wisconsin Savings Bank reserves the right to restrict access to areas of this website, or this entire website, at East Wisconsin Savings Bank's discretion.

If East Wisconsin Savings Bank provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

East Wisconsin Savings Bank may disable your user ID and password in East Wisconsin Savings Bank's sole discretion without notice or explanation.

East Wisconsin Savings Bank reserves the right to edit or remove any material submitted to this website, or stored on East Wisconsin Savings Bank's servers, or hosted or published upon this website.

### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. East Wisconsin Savings Bank makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, East Wisconsin Savings Bank does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, or fully accurate

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional.

### **Limitations of liability**

East Wisconsin Savings Bank will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if East Wisconsin Savings Bank has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit East Wisconsin Savings Bank's liability in respect of any fraud or fraudulent misrepresentation on the part of East Wisconsin Savings Bank

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, fraud or fraudulent misrepresentation on the part of East Wisconsin Savings Bank has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against fraud or fraudulent misrepresentation on the part of East Wisconsin Savings Bank's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect East Wisconsin Savings Bank's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as East Wisconsin Savings Bank.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify East Wisconsin Savings Bank and undertake to keep East Wisconsin Savings Bank indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by East Wisconsin Savings Bank to a third party in settlement of a claim or dispute on the advice of East Wisconsin Savings Bank's legal advisers) incurred or suffered by East Wisconsin Savings Bank arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to East Wisconsin Savings Bank's other rights under these terms and conditions, if you breach these terms and conditions in any way, East Wisconsin Savings Bank may take such action as East Wisconsin Savings Bank deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

East Wisconsin Savings Bank may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

East Wisconsin Savings Bank may transfer, sub-contract or otherwise deal with East Wisconsin Savings Bank's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and East Wisconsin Savings Bank in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with governing law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Outagamie County, Wisconsin.