

Terms of Use

Privacy

ONE AMERICAN BANK takes your privacy seriously. Please view our [Privacy Policy](#). When you enter into transactions with third parties who provide content to our website or when you provide information to these third parties, you will be subject to their privacy policies.

Disclaimers/Limitation of Liability

You use our website at your own risk. ONE AMERICAN BANK will not be responsible or liable for any loss or damage arising from: (a) any error, act or omission of others; (b) any error, delay, interruption, operational problem, unavailability, or failure in our website, any website component, or any directly or indirectly related equipment, system, programming, or network (including the Internet); (c) any breach of security involving our website or your account; (d) any viruses or other code or component that may affect your computer system or other property as a result of your use of our website; (e) any inaccurate, untimely, or otherwise unreliable information resulting from the use of our website or the materials made available as part of our website; or (f) any event beyond our control which affects our website.

Links/Third Party Sites

Our website includes links to sites on the Internet that are owned or operated by third parties ("Third Party Sites"). In our Terms of Use, "link" includes both outbound links (hypertext links to external websites or content) and inbound links (hypertext links which draw material from other sources into our website). When you use such links to access a Third Party Site, you do so at your own risk and you should decide if you agree to the third party's rules of use and privacy policies before you use the Third Party Site. ONE AMERICAN BANK has no control over the content of Third Party Sites or any link contained in a linked Third Party Site, or any updates or changes to any Third Party Site. We do not assume any responsibility for material created or published on Third Party Sites. We do not accept any liability in connection with the security measures employed by such third parties or Third Party Sites.

Internet Connection

You understand and agree that your connection to the Internet is inherently insecure and that any connection to the Internet provides an opportunity for unauthorized access by a

third party to your computer systems, networks and all of the information stored there. You understand that the technical processing and transmission of our website, including your content, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. ALL INFORMATION TRANSMITTED AND RECEIVED OVER THE INTERNET IS POTENTIALLY VULNERABLE TO UNAUTHORIZED INTERCEPTION, DIVERSION, CORRUPTION, LOSS, ACCESS, AND DISCLOSURE. ONE AMERICAN BANK WILL NOT BE RESPONSIBLE FOR:(A) ANY ADVERSE CONSEQUENCES WHATSOEVER OF YOUR CONNECTION TO OR USE OF THE INTERNET,(B) ANY USE BY YOU OF AN INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE, OR REGULATION, OR(C) ANY USE BY YOU THAT VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER.

Email

Email may not be secure. Please do not use email to send us confidential information such as account numbers, Social Security Numbers, Access IDs or passwords. Please do not use email for situations that require immediate attention. If you have questions about your existing account with the bank, please call us instead.

Children

Our website is not targeted to children (people under thirteen years of age), nor do we provide services or sell products intended for use or purchase by children. To the extent that any child-related services or products are available on our website, they are for use or purchase by adults.

Governing Law/Jurisdiction

These Terms of Use constitute a contract between you and ONE AMERICAN BANK which is governed by the laws of the State of South Dakota and by any applicable federal laws or regulations. ONE AMERICAN BANK makes no representation that the materials on our website are appropriate or available for use in other locations. When you use our website from other locations, you are responsible for compliance with applicable local laws.

International Users

Our website is controlled, operated, and administered from offices within the United States of America. We make no representation that materials on our website are appropriate or available for use at other locations outside of the United States, and access to them from

territories where their contents are illegal is prohibited. You may not use our website or export the materials from it in violation of U.S. export laws and regulations. If you access our website from a location outside of the United States, you are responsible for compliance with all local laws.

Indemnification

You agree to defend, indemnify, and hold us and our affiliated companies, and our/their employees, contractors, officers, and directors, agents, and partners harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of these Terms of Use or your use or misuse of our website, including any violation or misuse by your employees or agents. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Copyright

ONE AMERICAN BANK maintains this website as a service to our customers and the Internet community. Unless otherwise identified, all content (design, text, images, graphics and arrangement of them) within this website is copyrighted by ONE AMERICAN BANK. This content is only for your personal, non-commercial use. You may not use it for any other purpose and you may not modify it.

General Terms

These Terms of Use, as well as any written and signed agreements that you may have with ONE AMERICAN BANK, constitute the entire agreement between you and us with respect to our website and govern your use of our website. You also may be subject to additional terms and conditions that may apply when you use third-party software. We may delete, change, amend, or add to all content of this website, including available products or services and these Terms of Use, at any time and without notice to you. The failure of ONE AMERICAN BANK to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our website or these Terms of Use must be filed within one year after such claim or cause of action arose or be barred forever. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

ONE AMERICAN BANK Information

ONE AMERICAN BANK is a Member FDIC bank and an Equal Housing Lender. ONE AMERICAN BANK extends credit without regard to an applicant's race, color, religion, national origin, sex, marital status, family status, handicapped or disability status, age (provided that the applicant has the capacity to enter into a binding contract), whether income is derived from public assistance, or whether the applicant has in good faith exercised rights under the Consumer Credit Protection Act.