

Terms and Conditions

Last Modified: February 13, 2024

1. Acknowledgement and Acceptance

These Terms and Conditions (the “Terms and Conditions”, “Terms”, or “Agreement”) is a binding agreement between you (“User”, “you”, or “your”) and SouthEast Bank and its subsidiaries, divisions, and affiliates (collectively the “Bank”, “us”, or “our”) governing your access and use of the online functions, products, and services made available to you by the Bank and any and all of its subsidiaries, divisions, and affiliates. This includes, but is not limited to, products and services offered through the Bank’s website (located at www.southeastbank.com), Education Loan Finance (located at www.elfi.com), or any other websites or mobile applications owned, controlled, or licensed by the Bank and its subsidiaries and affiliates (collectively referred to as the “Site”). The Site also includes any information, functionality, services, updates, or solutions made available through the access or use of such websites or mobile applications (the “Services”). Certain products or services may have additional disclosures, agreements or terms and conditions, which shall govern and control in the event of any inconsistency with these Terms.

These Terms apply to all Users who use the Site in any capacity. The Site is intended for individuals who are at least 13 years old. If you are under the age of 13, please do not access this Site.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THE SITE, PROVIDE ANY INFORMATION TO US THROUGH THE SITE, OR COMPLETE ANY REGISTRATIONS. BY CLICKING “I AGREE” (OR SIMILAR BUTTON) TO ACCEPT OR AGREE TO THESE TERMS AND CONDITIONS WHEN THIS OPTION IS MADE AVAILABLE TO YOU AND/OR BY USING OR ACCESSING THE SITE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AS WELL AS OUR PRIVACY POLICY [HYPERLINK], WHICH IS INCORPORATED BY REFERENCE; (B) REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR A LEGAL ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS, DOWNLOAD, REGISTER, OR USE THE SITE OR ANY OF OUR SERVICES.

These Terms are subject to change in our sole discretion. Any changes will be incorporated into these terms posted to the Site from time to time. Your continued use of the Site following the posting of any changes means that you accept and agree to be bound by the revised terms.

2. Account Registration and Security.

In order to access the Site, you may be required to register and create an account or provide certain details or other information such as your full name and email address. We may also need to verify your identity, and you authorize us to collect information from you and make any inquiries we consider necessary to do so (collectively referred to with all information requested to enable your account as “**Registration Information**”). You represent and warrant that all of the Registration Information you provide in creating an account or in order to access some of the resources offered by the Site are true and complete and you agree to update your account upon any changes to such information. The failure to do so may further limit your ability to use the Site and affect the accuracy and effectiveness of the same.

You also agree that you are responsible for securely managing your Registration Information including, without limitation, the confidentiality of any usernames, passwords, personal identification numbers, and any other codes that you use to access our Site or Services. You may not provide your account information to anyone else to access the Site using your account information. You must keep your password strictly confidential. You will notify us immediately if you believe that your Registration Information or device you use to access the Site or any of our Services has been lost or stolen or that someone is using your account without your permission. You should regularly log into the Site to ensure that no unauthorized activity has occurred.

We reserve the right to withdraw or amend the Site and any service, product, solution, or material we provide as part of our Services. We will not be liable if for any reason all or part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to you.

You agree not to attempt to log on to the Site from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Site from one of these countries may result in your access being restricted and/or terminated.

3. Consent to Collect Technical Data

We may collect technical information and use certain technologies, including pixel technology, to collect and analyze technical data relating to the provision, use and performance of the Site and related systems. This technical data may include your Internet protocol (IP) address, the company name from which you are browsing our Site, your browser type and version, time zone setting, operating system and platform, and information about your visit to the Site including the full Uniform Resource Locators (URL), clickstream to, through and from our Site, including the date and time. By visiting and using the Site, you hereby consent to and agree to the pixel technologies and/or other software, our collection of this data by us and that we will be free (during and after the term hereof) to (i) use such data to improve and enhance the Site and for other development, diagnostic, and corrective purposes in connection with the Site and our Services; (ii) disclose such data in aggregated or de-identified form in connection with its business; and (iii) otherwise use and disclose such data as set forth in our Privacy Policy.

4. Site Ownership and Intellectual Property Rights

The Site and its entire contents, features, functionality, and services (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by and the exclusive property of the Bank, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You acknowledge and agree that you do not acquire any ownership rights to the Site, or any Services offered through the Site, through this Agreement or by use of the Site. You acknowledge and agree that the Bank has and retains exclusive and valid ownership of all anonymized statistical information regarding use of the Site. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Site without the prior written approval of the Bank.

You may suggest improvements and/or communicate to the Bank ideas, feedback, inventions, discoveries, or concepts (“Ideas”) during the term of this Agreement, and you and us may discover or create the Ideas jointly with us. Such Ideas may include ideas for new or improved products, services, concepts, know-how, and/or techniques. You agree that any such Idea shall be and remain solely the property of the Bank and/or its licensors and may be used and sold, licensed, or otherwise provided by the Bank and/or its licensors to third parties, or published or otherwise publicly disclosed, in the Bank’s and/or its licensors’ sole discretion without notice, attribution, payment of royalties, or liability to you. You hereby assign to the Bank any and all of your right, title, and interest in and to any such Ideas.

5. Usage Data, Your Data, Communications

In order for us to provide the Site, you grant to us a non-exclusive, transferrable, sublicensable, irrevocable worldwide, royalty-free right and license to use, copy, encode, store, archive, translate, render into an audible and/or visual format, distribute, display, perform, transmit, and create derivative works from any information, content, materials, or other data entered into the Site (“Data”) to the extent necessary for the Bank to: (1) provide the Site and our Services; (2) perform our obligations under this Agreement; (3) attribute content to you; (4) compile analyses and statistical information from Data regarding usage or performance of the Site and user engagement; (5) provide, monitor, correct, enhance, and improve the Site and perform services related thereto; (6) develop new products or services; and (7) accomplish other internal business purposes or as described in the Bank’s Privacy Policy.

You also grant to the Bank a non-exclusive, transferrable, sublicensable, irrevocable worldwide, royalty-free right and license to de-identify or aggregate Data such that there is no reasonable basis to believe that the information can be used, alone or in combination with other reasonably available information, to identify any individual or to identify you as the source of such data (“**Deidentified Data**”). You acknowledge and agree that the Bank has and retains exclusive and valid ownership of all Deidentified Data. The Bank shall also have the right to collect and analyze data and other information relating to the provision, use, and performance of the Site and related systems and technologies (“**Usage Data**”), and you acknowledge and agree that the Bank has and retains exclusive and valid ownership of all Usage Data. The Bank will be free (during and after the Term) to use such Deidentified Data and Usage Data for any purpose, including to (1) improve and enhance the Site and for other development, diagnostic and corrective purposes in connection with

the Site and other service offerings, (2) disclose such data in connection with our business, and (3) otherwise use and disclose such data as set forth in our Privacy Policy.

6. User Conduct

You may use the Site only for lawful purposes and in accordance with the Privacy Policy and Agreement. Transmitting, distributing, or storing any material that violates any applicable law or the Privacy Policy and Agreement is prohibited. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), or promote any illegal activity, or advocate, promote or assist any unlawful act.
- To transmit, or procure the sending of, any advertising or promotional material, including any “spam” or any other similar solicitation or post any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, invasive of privacy or publicity rights, or otherwise objectionable.
- To impersonate or attempt to impersonate the Bank, a Bank employee, another user or any other person or entity (including, without limitation, by using email addresses identifying information associated with any of the foregoing).
- To make any representations that are likely to deceive any person or give any impression that materials or content emanate from or are endorsed by us or any other person or entity, if this is not the case.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Bank or users of the Site or expose them to liability.
- To infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- To post any content that violates the legal rights of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Privacy Policy and Agreement.
- For competitive research or to send or post commercial communications.
- To advertise or perform any commercial solicitation.
- To violate any U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

Additionally, you agree not to:

- Directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile the Site or otherwise attempt to discover the source code or underlying ideas or algorithms of the Site; (ii) modify, create derivative works based upon, or translate the Site; (iii) transfer or otherwise grant any rights in the Site in any form to any other party, nor shall you attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, keystroke logger, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to or associated with the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Screen scrape, monitor, mine, copy, or mirror the Site.
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Site without our express written consent.
- Otherwise attempt to interfere with the proper working of the Site.

7. DISCLAIMER OF WARRANTIES

THE SITE, SERVICES, AND ALL MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE, THE CONTENT, AND ALL MATERIALS, YOUR USE OF THE SITE, THE CONTENT, OR MATERIALS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. THE BANK, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE

ACCURACY, COMPLETENESS, CURRENCY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SITE. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK.

WE DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE) WITH RESPECT TO THE WEBSITE, THE CONTENT, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM, OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE NEITHER US OR NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR THE CONTENT.

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SITE. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF LOST DATA. FURTHERMORE, THE BANK DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE CONTENT OR INFORMATION WILL BE SECURE AND/OR COMPATIBLE WITH YOUR BROWSER OR OTHER WEB SITE-ACCESSING PROGRAM. THE BANK DOES NOT GUARANTEE THAT ITS SITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, RANSOMWARE, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR DUE TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY THIRD-PARTY WEBSITE LINKED TO IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH INSTANCES, THE LIABILITY OF THE BANK AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH LAW.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL THE BANK, ITS AFFILIATES, SUBSIDIARIES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF THE SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND (FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, INCREASED COSTS, DIMINUTION IN VALUE, LOSS OF USE, LOSS OF GOODWILL OR REPUTATION, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND CLAIMS OF THIRD PARTIES) WHETHER IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATIONS OR UNDER ANY OTHER LEGAL THEORY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT YOU ARE ENTITLED TO DAMAGES FOR ANY CLAIM ARISING FROM THE USE OF THIS SITE, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE BANK, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, WILL NOT EXCEED THE GREATER OF AMOUNT YOU SPECIFICALLY PAID TO ACCESS THIS SITE OR \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE BANK, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Bank and its successors and assigns and all of their respective officers, directors, agents, employees, and affiliates from and against any claims, liabilities, judgments, awards, losses, obligations, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to (i) your breach of the Privacy Policy and Agreement; (ii) your violation of any third party's right including, without limitation, any copyright, trademark, property right, or privacy right, (iii) any violation of applicable law by you; (iv) information or content that you submit, post, transmit or make available through our Site; (v) your use of the Site; (vi) any claim that content provided by you caused damage or loss to a third party, or (vii) any of your acts or omissions. This defense and indemnification obligation will survive your use of the Site and any termination of the Privacy Policy and Agreement.

If you use the Site or systems to access data related to any account(s) of which you are not the owner or authorized user as reflected in our systems, you shall indemnify, defend, and hold harmless the Bank and all of its executives, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages, and all related costs and expenses, arising from, relating to, or resulting (directly or indirectly) from such access. Further, without limiting the Bank's rights or your obligations under any other provision of these Terms, and notwithstanding the same, in the event of any actual or reasonably suspected unauthorized access to the personal information of a customer (including but not limited to customer names, addresses, phone numbers, bank and credit card account numbers, income and credit histories, and social security numbers) under your control or subsequent to and arising from your past exercise of control, direct damages in connection with any such breach will include the cost and expenses of investigation and analysis (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 cost. The Bank's rights to indemnity under this section are in addition to all other rights and remedies available at Law or in equity. Any exercise by the Bank of its rights to indemnification shall be without prejudice to such other rights and remedies. You manifest your assent to this indemnity by accessing data through the Bank's Site or systems.

10. Copyright Notices

If you believe that content you own has been copied or made accessible in a manner that violates your intellectual property rights, please notify us immediately. You may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C. § 512(c)(3)) (the "DMCA").

11. Site Content and Materials

The information on this Site is solely for information purposes only. We use reasonable efforts to update the information on the Site and the content on the Site may be updated from time to time without notice. It may not necessarily be complete or up-to-date at any given time. We do not warrant the accuracy, completeness or usefulness of this information (including any product, service, description, photograph, or other information). Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

12. Third-Party Sites

These Terms are only applicable to the Site and do not apply to any third-party websites. The Site may contain links to, and media and other content from, third-party websites. These links are to external websites and third parties with which we have no relationship or control. Because of the dynamic media capabilities of the Site, it may not be clear to you which links are to the Site and which are to external, third-party websites. If you click on an embedded third-party link, you will be redirected away from the Site to the external third-party website. You can check the URL to confirm that you have left the Site. The Bank has no control over the content on such third-party websites.

If you choose to link to a third-party website, the Bank cannot and does not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by any third parties or their websites; (ii) control third parties' independent collection nor use of your personal information; (iii) endorse any third party information, products, services, or websites that may be reached through embedded links on the Site; and (iv) makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does the Bank guarantee that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. Any personal information provided by you or automatically collected from you by a third party will be governed by that party's privacy policy and terms and conditions. If you are unsure whether a website is controlled, affiliated, or managed by us, you should review the privacy policy and practices applicable to each linked website.

13. Governing Law, Mediation, and Arbitration

The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to the Site, these Terms, and all transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of these Terms shall first be submitted to mediation pursuant to the procedure set forth in this paragraph. You may demand such mediation in writing within fourteen (14) days after the controversy arises. The parties agree that the mediator shall be appointed locally from Farragut, Tennessee. The mediation shall be held in Farragut, Tennessee and concluded within thirty (30) days of the selection of the mediator. The parties shall equally bear the cost of the mediator but otherwise bear their own costs in connection with the mediation.

Subject to the mediation provision above, any controversy or claim arising out of or related to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Farragut, Tennessee administrated by the American Arbitration Association ("AAA") in accordance with its International Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceeding will be conducted in English. The parties further agree that the arbitration will be conducted by a single arbitrator agreed to by the parties or, if the parties are unable to proceed, by a single arbitrator selected by the AAA. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party. The arbitration award shall be final and binding on the parties to this Agreement and the parties agree to be bound thereby and to act accordingly, and the parties hereby waive any right of appeal on the merits and/or any point of law.

Notwithstanding the agreement to arbitrate, either party may seek from any court that may exercise jurisdiction over the parties and the subject matter of the lawsuit any provisional or equitable remedy (including, but not limited to an injunction) available under the laws of that country for

the preservation or protection of its rights or interests pending the establishment of the arbitral tribunal or the ultimate determination of the merits of the controversy.

The parties waive, to the fullest extent permitted by law, any objection that it may now or later have to (a) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in a court or arbitration setting within or outside the United States of America; and (b) any claim that any action or proceeding brought in any such court or arbitration has been brought in an inconvenient forum.

If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

14. Waiver and Severability

No waiver by the Bank of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by the Bank to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the maximum extent such that the remaining provision of the Terms will continue in full force and effect.

15. Other Provisions

The Bank shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of the Bank and not due to the Bank's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, changes in any law or regulation, fires, floods, explosions, epidemics, pandemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

All feedback, comments, request for technical support, and other communications relating to the Site should be directed to:

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By Email: contactcenter@southeastbank.com