

BANK POLICIES

TERMS OF USE; PRIVACY POLICY

Main Street Bank (the "Bank") maintains the Site to provide information about Bank products and services and to facilitate communication with the Bank. Before using this site, please carefully read these terms of use as well as our privacy policy. By accessing our site(s) on the Internet (the "Site"), you acknowledge your acceptance of these terms. Unauthorized use of the Site and systems including but not limited to unauthorized entry into the Bank systems, misuse of passwords, or misuse of any information posted on the Site is strictly prohibited.

No Warranty

We will use our best efforts to include accurate and up to date information on the Site, but we make no warranties or representations as to the accuracy of the information. The Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

Limitation of Liability

You agree that all access and use of the Site and its contents is at your own risk. By using the Site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your access to or use of the Site, (even if we have been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

Third Party Links

Please note that if you access a third-party web site through a link on the Site you will be subject to the terms and privacy policies of that third-party site. The Bank cannot take responsibility for the content, terms of use, privacy policies, business practices or products or services of any third-party web site.

Submissions

All information submitted to the Bank via the Site shall be deemed and remain the property of the Bank and the Bank shall be free to use, for any purpose within the limits of our privacy statement, any idea, concepts, knowledge or techniques contained in information a visitor to the Site provides the Bank via the Site. The Bank shall not be subject to any obligations of confidentiality regarding submitted information except as entered into by a direct customer relationship or as otherwise specifically agreed or required by law.

Eligible Areas/Products Not all of the products or services described on the Site are available in all geographic areas. You may not be eligible for all the products or services described. The Bank reserves the right to determine the eligibility for any product or service.

All Rights Reserved The information and materials contained in the Site may not be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of the Bank. You may copy information from the Site for your personal or educational use, provided that each copy includes copyright, trademark or service mark notices, or attribution as they appear on the Site.

Governing Law

Use of this site shall be governed by all applicable Federal law and the laws of the State of Texas, and agree that jurisdiction and venue shall be located in Texas. For individual products and services offered by the Bank, the applicable customer agreements and disclosures may specify that the laws of another jurisdiction will govern your use of the account and/or service, and the terms of those disclosures and agreements will continue to apply.

Privacy Policy Online Privacy Practices

We understand the online privacy and confidentiality of your personal information is important to you and is essential in our business. Whether you are just visiting our Web site or are a current customer, we strive to safeguard your information. These Online Privacy Practices are in addition to the terms and conditions of our Privacy Policy. Please refer to our Privacy Policy regarding transfers of your information to our affiliates and to third parties. For purposes of these Online Privacy Practices, the terms "we," "us," "our" and "Bank" refer to Main Street Bank, its subsidiaries and affiliates. The words "you," "your" and "yours" mean any person who visits the Bank's Web site.

Collection and Use of Information

As it pertains specifically to our Web site, we collect, retain, and use information that you provide to us so that we may respond to inquiries by you, process information received as part of an online survey or promotional contest, process online applications, and/or complete transactions or perform services you have requested.

We retain e-mail addresses from our customers when they are provided to us in any fashion (e.g., verbally, in writing, electronically). Such methods include, but are not limited to, when you submit an e-mail inquiry or provide an e-mail address during the Online Banking registration process. In an effort to keep you informed as to special offers related to our products, we may contact our customers via e-mail from time to time with information about products, services, and special promotions. If you prefer not to receive such information from us, please contact a Customer Service Representative at 1 (866) 563-8500. Please allow 2 weeks for your request to take effect. Once your request has been processed it will remain in effect until you request otherwise.

Cookies

When you interact with our Web site, we strive to make that experience easy and meaningful. When you come to our Web site, our Web server sends a "cookie" to your computer. Software "cookies" are designed to customize and simplify your use of a specific Web site. They are small files of information that are commonly used on Web sites that do not harm your system. Cookies interact with your browser and are used by the Web server you are visiting to track your usage of that Web site and to identify you and your preferences for certain kinds of information each time you visit. This process is like an electronic "handshake" between our system and your computer; the information exchanged allows us to recognize your browser. It is important to know that cookies will not contain information that would enable anyone to personally identify you or to contact you via e-mail, telephone, or traditional mail. Unless you choose to identify yourself to us, either by responding to a promotional offer, opening an account, or registering for an online service, you remain anonymous to us. You can set-up your browser to inform you when cookies are set or to prevent cookies from being set.

"Session Cookies"

Session cookies exist only during an online session with the Bank. Session cookies allow you to conduct transactions or requests on our Web site. An example is a request to see your account balance. Without the session cookie information, we would not be able to complete your Web transactions securely. Session cookies help us make sure you are who you say you are after you have logged in. We do not sell this or any other information about you to other Web sites, merchants or financial institutions.

Online Security

The accounts and services you may apply for or enroll in online may require you to provide personal information needed for the processing of those accounts and services. Any time you enter a transaction or provide personal information (such as an account number or password) in our customer information areas, we encrypt it using Secure Socket Layer (SSL) technology. SSL protects information as it crosses the Internet. You can tell if you are visiting a secure area within a Web site by looking at the symbol on the bottom of your browser screen. If you are using Netscape Navigator or Internet Explorer, you will see either a lock or a key. When the symbol appears unbroken or the padlock is in the locked position, your session connection is taking place via a secure server. The information we accept online through the Online Banking services portion of our Web site requires the use of industry standard SSL enabled browsers. Our Online Banking site is supported by a third party that is required to keep your information confidential.

E-mail Communications

E-mail is an important communication channel between you and us. Our news and information services are delivered to our customers and prospective customers via unencrypted e-mail. As stated in your account agreement, we reserve the right to use your e-mail address to send you important information relating to your account, including regulatory communications. Inquiries sent through our "Contact Us" button or the various other product-related e-mail links within our Web site are not secure. Therefore, any inquiries from you submitted via our Web site through standard e-mail should not include confidential account information. Likewise, our e-mail response to you will not include confidential account information. An exception to this standard is the Online Banking portion of the Bank's Web site, which provides a secure contact feature and enables the user to send and receive messages securely and confidentially through that portion of the Web site itself. You may also contact us by phone, U.S. mail, or by visiting our banking centers. Please see our contact information at the conclusion of this page.

Applications and Surveys

Information from online applications or marketing surveys is collected on a secure server and transferred to the Bank using encryption. The information gathered is maintained in accordance with the Bank's Privacy Policy and used in the manner outlined in other sections of this Online Privacy Practices document.

Links to Other Web Sites

The Bank's Online Privacy Practices do not apply to Web sites operated by third parties that you may access through links from our Web site. If you would like information regarding the collection, retention, and use of information through these third party Web sites, you should visit the Web site in question or contact the operator of the site.

Products, Services and Features

From time to time we hope to add new products, services and features that you will find convenient to use. In doing so, our current procedures or practices may change, so please periodically refer to this document for the latest information.

Limitation on Luxury Expenditures Policy

(March 24, 2009, Revised June 17, 2010)

Section 111 of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5221) requires that recipients of TARP investments develop a written policy placing certain limitations on what certain individuals or government agencies may deem to be luxury expenditures. The Interim Final Rule on TARP Standards for Compensation and Corporate Governance at 31 CFR Part 30 ("IFR") requires the adoption of a policy applicable to the TARP recipient and its employees that address the standards for review and approval of "excessive or luxury expenditures." This policy is not intended in any way to limit or restrict the normal and customary expenditures for business development, employee moral or training or the ongoing operation of the bank or the holding company.

Scope

All employees, officers, and directors of Main Street Bank (MSB) and MS Financial, Inc. (MSFI) are subject to this policy and will be held accountable for compliance. It shall be the responsibility of the Board of Directors to review and approve this policy and /or revisions annually. This policy is required to be posted on the company website.

Entertainment

Sponsorship of excessive entertainment or events is prohibited. This includes both foreign and domestic junkets that do not serve a demonstrated business purpose. Excessive entertainment or event is quantitatively defined as any single occurrence or event where the per capita expenditure exceeds \$3,000. Entertainment and events expenditures are approved through the budgeting process and managed through the expense approval and control process, which requires one over one review and signoff.

Decorating and/or Office Renovations

Office and facility renovations should be designed to: enhance operational efficiency, comply with applicable fire codes and ADA requirements, maintain a safe and clean working environment, enhance the public image of the organization, improve employee morale, or such other worthwhile purpose as may be identified by the organization. Quantitatively office and facility renovations may be deemed excessive if the all in cost of the renovation exceeds \$350 per square foot. All facilities renovations are approved through the budgeting process and are annually planned and approved expenditures. Any office or facility renovation not in the budget must be approved by the Chairman/CEO or the President.

Transportation and/or Aviation

Excessive aviation or other transportation services expenditures are prohibited. All employees should use reasonable care when procuring transportation services for business related travel. Lowest available options for airfare and ground transportation should be used whenever reasonably possible. The organization will not purchase or enter into a lease of greater than 12 months on any fixed wing aircraft, rotary-wing aircraft, water craft, rail car, or over the road vehicle with seating for eight or more individuals without prior board approval. Spousal travel is considered an exception and must be approved by the CEO and Board prior to the travel taking place. Any request should be for normal and customary expense(s).

Other

Other expenses for activities or events should enhance staff development, provide reasonable performance incentives for employees, or otherwise conducted in the normal course of the operation of the business. Expenditures of this type will be made in the sole discretion of the chief executive officer, the president or their designated agent.

Compliance

All employees of MSB and MSFI are subject to this Policy and will be held accountable for any violations. Should a manager or an employee suspect that a violation of this policy has occurred, he/she must promptly report such observations to the VP of Human Resources. An investigation will be conducted in a timely manner and a report provided to the Chairman/CEO with a copy to the Chair of the Audit Committee of the Board of Directors. If the employee's report pertains to activity performed by the Chairman/CEO, then the investigative report will be provided to the Chair of the Audit Committee of the Board of Directors. Employees found to have violated this Policy will be subject to the Bank's disciplinary procedure as outlined in the employee handbook, including leading up to progressive discipline and/or termination.

Questions

If you have any questions regarding the Bank's Privacy Policy, this Online Privacy Practices document, or the Luxury Expenditures policy, please contact us in one of the following ways:

Via Traditional Mail: Main Street Bank Attn: Jerry Noon 23970 U.S. Highway 59 N Kingwood, TX 77339	Via Telephone: Customer Service 1 (866) 563-8500
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