

SAINTS AVENUE BANK ONLINE AND MOBILE BANKING TERMS AND CONDITIONS

(1) Agreement - This Agreement covers the terms and conditions that apply when you access your accounts at Saints Avenue Bank ("BANK") through the BANK's Online or Mobile Banking System ("SYSTEM"). By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Missouri (except to the extent this Agreement can and does vary from such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, executors, administrators, successors and assigns, and on BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

(2) Definitions - As used in this Agreement, the words "we", "our", "us" and "BANK" mean Saints Avenue Bank. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your BANK accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the BILL PAYMENT, MOBILE CAPTURE and other services accessed through SYSTEM. "Business Days" means Monday through Friday, banking holidays excluded. "Partial Business Day" means a Business Day when the BANK is open for a shorter period of time due to holiday or other reason; "EXTERNAL ACCOUNTS" refers to accounts you set up at financial institutions other than BANK for the purpose of transferring money.

(3) Internet Security Information - Our SYSTEM utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the SYSTEM. This security is automatically activated when you attempt to connect to SYSTEM. Additionally, you will be required to use another method of authentication the first time that you sign into your account from any device. These methods may include the provision of a single time identification number ("STIN") provided to you via telephone, email and/or text message. You will have the ability to manage the manner and contact information to receive this STIN. Once you have successfully signed in the first time, you will have the option of registering that device for access without using the STIN authentication in the future. Public devices, including computers in public places or outside of your control should not be registered. If a computer is not registered, you will need to use the STIN method of authentication each time you log in using that computer.

During your use of the SYSTEM, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Login ID and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and a new cookie must be created by entering your Login ID and Password information. A new cookie is used for each session so that no one can use the cookie to access your account.

(4) Access - To use SYSTEM, you must have at least one checking account at BANK, access to Internet service, supported electronic equipment for access and an email address. Once we have received your signed Enrollment Form and verified your account information we will send you your login instructions. By default, SYSTEM will be set up to allow you to access all of your BANK accounts. You can limit the accounts that will be displayed or request addition of accounts that are not displayed by contacting BANK at (573) 985-4611. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the account holder.

(5) Termination for Non-Use - BANK has the right, at the BANK's sole discretion, to remove your access to SYSTEM without notice if there has not been a valid sign on with your login credentials in the last ninety (90) days. Should SYSTEM be terminated for this reason, you are free to re-apply at any time and at no cost. In the event of re-instatement, you may need to re-enter preference, account and payment settings.

(6) SYSTEM Services - You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories and on-line statements, transfer funds between your BANK accounts and between BANK accounts and valid EXTERNAL ACCOUNTS, order checks, make stop payment requests, view checks, change your address, and, if approved by BANK, pay bills from your BANK accounts in the amounts and on the dates you request and/or use your mobile phone to make deposits to the BANK. Balance and activity information are available in "real time", although the BANK does not guarantee that account information will always be available on that basis.

(7) Mobile Banking - Certain features of the SYSTEM will be available through BANK's mobile banking app ("MOBILE BANKING"). Some capabilities of the SYSTEM may not be available through MOBILE BANKING including the ability to view and/or print bank statements. You will need to download the MOBILE BANKING app on your cell phone and perform required validations in order to access your accounts. While BANK tries to work with all leading cell phone providers and mobile phones, there is no guarantee that your phone will work with SYSTEM.

(8) Mobile Capture - If you are approved by BANK, you will have the ability to use BANK approved, compatible mobile phones with a camera to take a picture of and deposit certain Checks through MOBILE BANKING ("MOBILE CAPTURE"). The following provisions apply to the MOBILE CAPTURE service in addition to the other provisions stated in this Agreement:

A. You have the responsibility to obtain and maintain an appropriate mobile device and any data or other cell phone plans required to use MOBILE CAPTURE. Your cell phone carrier may charge data and messaging fees outside of this Agreement.

B. Each time you use MOBILE CAPTURE, you make the following warranties regarding any item you deposit ("Check") using MOBILE CAPTURE:

- i. The Check is made payable to you;
- ii. The Check is a paper original and bona fide and has not been altered in any manner;
- iii. The Check is a complete image with a fully intact and readable MICR line containing the drawee bank routing number and account number;
- iv. The Check is drawn on a US bank;
- v. The Check is duly authorized and issued in the amount stated on the check and is made payable to the payee stated on the Check;
- vi. You will not make duplicate deposits of the Check, nor deposit or redeposit the paper original of the Check without BANK's knowledge and consent;
- vii. BANK will not suffer any liability, loss or damage as a result of your use of MOBILE CAPTURE and you have complied with the terms of this Agreement;
- viii. All information provided by you to BANK regarding use of MOBILE CAPTURE is and will be true, complete and accurate;
- ix. Your use of MOBILE CAPTURE will not violate or result in any breach or default of any provision of any agreement to which you are a party or to which you are subject or bound or to any law, rule, or regulation of any governmental authority having jurisdiction over you;
- x. The Check is not dated more than six (6) months prior to the date of deposit nor is being deposited after any stipulation for a shorter allowable deposit period written on the Check; and
- xi. The Check is not a Treasury Tax and Loan payment (TTL), a remotely created check, a returned item, a Savings Bond or a Money Order.

C. You acknowledge that in order for the BANK to process the deposited Check, the image must be of sufficient quality, as determined by the BANK, to be processed. BANK may reject any Check if it determines, in BANK's sole discretion, that a Check does not meet BANK's quality standards including, without limitation, checks where:

- i. The front and/or back image is too large or too small.

- ii. The front and/or back image is too light or too dark;
- iii. The front and/or back image has an unusable dimension or other mismatch or discrepancy;
- iv. The image has torn or folded edges, cut corners or other damage; or
- v. The image does not comply with image quality standards established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, or any other regulatory agency, clearing house or association, or by us, or by applicable law.

D. You recognize that credit given to your account at BANK for deposits made with MOBILE CAPTURE are provisional only until collection is final. You acknowledge that the BANK is providing MOBILE CAPTURE for convenience only and, using MOBILE CAPTURE will not change the priority or improve the availability of funds deposited.

E. You are responsible for insuring that any attempt at depositing a Check through MOBILE CAPTURE is successful and that the funds show up in the deposit account.

F. BANK reserves the right to modify the MOBILE CAPTURE service from time to time, in its sole discretion, without prior notice to you.

G. BANK reserves the right to limit, in its sole discretion, the total number of deposits and the deposit amount that can be made each day by you using MOBILE CAPTURE. The current deposit limit for MOBILE CAPTURE is at least \$1,000 per day and \$3,000 per month. Currently there is no limit to the number of deposits that can be made each day.

H. BANK reserves the right to reject any deposits made by you through MOBILE CAPTURE for any reason.

I. You agree that you are granting the BANK the same legal warranties for Checks deposited through MOBILE CAPTURE as BANK would receive if the Checks were deposited physically at the BANK.

J. You understand BANK may charge a fee for Mobile Capture and change that fee at any time, in BANK's sole discretion, upon thirty (30) days' notice to you. Currently there is no fee for using MOBILE CAPTURE to make deposits into consumer accounts. Business account may have a fee based on the type of account and the account service structure. Please see the schedule of fees for business accounts for more detail on the specific charges that may apply.

K. You recognize that BANK is making this service available to you and has the right to terminate your access to MOBILE CAPTURE at any time and without notice, in its sole-discretion. Termination of the MOBILE CAPTURE service will not, on its own, remove your rights to deposit Checks using other BANK services.

L. You agree to securely store Checks deposited through MOBILE CAPTURE for the greater of fourteen (14) days from the date of deposit or such other period of time as may be set by the

BANK from time to time. You agree to securely destroy the checks through shredding or similar means after the period of time set by the BANK.

M. You agree that you are solely responsible for the security of any paper Check you deposit through MOBILE CAPTURE and agree to indemnify the BANK in accordance with Section (8)Q below for your failure to maintain this security.

N. You agree to abide by the terms and conditions of this Agreement, all rules imposed from time to time by BANK and all laws and regulatory rules and regulations regarding the deposit of Checks into your account.

O. You understand that the scanning of the Check for deposit into your account has the same legal ramifications as physically depositing the Check at the Bank. You agree that you will not manually, or otherwise deposit a Check that has been deposited at BANK using MOBILE CAPTURE unless the Check cannot be processed by the MOBILE CAPTURE service and BANK is notified and provides permission in advance.

P. You will notify BANK of any errors, omissions, interruptions in, or delays or unavailability of the MOBILE CAPTURE service as promptly as practicable, and in any event within one Business Day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care. With respect to errors, omissions, interruptions, delays or unavailabilities that are first discovered, or through the exercise of reasonable care should have been discovered, through prompt examination of your periodic account statement, the BANK's rules and agreements regarding examining such account statements and reporting errors and problems, and consequences for failure to timely examine and report, shall apply. Failure of you to promptly notify BANK as required under this section shall relieve Bank of any liability for such error, omission, interruption, delay or unavailability.

Q. You will defend, indemnify and hold harmless the BANK and its officers, directors, shareholders, affiliated entities, employees, processors, representatives, successors and assigns against, from, and in respect of, any and all losses, liabilities, damages (including consequential, special and punitive damages), costs and expenses of any kind, including reasonable attorneys' fees and litigation expenses, directly or indirectly resulting from:

- i. The processing of any request received by the BANK under the MOBILE CAPTURE service;
- ii. Any breach or failure to comply with any of the provisions of this Section by you;
- iii. Any dispute between you and any third party in connection with the use of the MOBILE CAPTURE service;
- iv. Any breach of your representations and warranties for any transaction submitted by you under this Section;
- v. Any loss or expenditure resulting from any MOBILE CAPTURE transaction submitted by you caused by the rejection of that transaction by the bank to which it is directed; or

vi. Any and all actions, suits, proceedings, claims, demands, judgments, fines, settlement, costs and expenses of any kind (including reasonable attorneys' fees and litigation expenses) brought against or incurred by BANK and incident to the foregoing.

For purposes of this Section, the term "processors" shall mean and include any third party contractors, vendors and/or licensors with whom BANK contracts to provide services, products, and/or licenses that enable BANK to provide the MOBILE CAPTURE service. The terms of this Section shall survive termination of this Agreement.

R. You agree to provide BANK, upon BANK's request, with information (including financial information) pertinent to, and access to, your records regarding deposits made by you through the MOBILE CAPTURE service.

(9) Text Banking - You will have the ability to access certain account information (e.g. account balances and some transaction detail) over SMS("Text Messaging") using your mobile phone. You will also have the ability to set up alerts to be sent to you via Text Messaging to your mobile phone ("TEXT BANKING"). To enroll in TEXT BANKING, you will need to provide a mobile phone number that has the ability to receive text messages. To verify the mobile phone number, you will receive a Text Message with a verification code on the mobile phone that you will need to enter on the SYSTEM website. There is no additional BANK fee for this service. However, message and data rates and charges from your mobile phone service provider for this feature may apply. You can opt out of this program at any time.

(10) Hours of Access - You can use SYSTEM seven (7) days a week, twenty-four (24) hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We will exercise good faith efforts to post notice of any extended periods of non-availability on the SYSTEM website. However, in no event shall BANK be liable for any losses sustained by you as a result of SYSTEM unavailability, regardless of whether we provided notice of unavailability.

(11) Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree it is your responsibility to change your password regularly. Upon three (3) sequential unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password or you may wait one (1) hour for your account to be automatically reactivated. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Neither BANK nor any of its representatives shall ever ask for your password with respect to the SYSTEM.

(12) Security - You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and Login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others. You agree to notify us immediately if you suspect your login information has been compromised, if you see any suspicious activity in your accounts or if there is any other reason you may suspect a security issue.

(13) Fees and Charges - You agree to pay any fees associated with your use of SYSTEM Services. We may amend our fee schedule for the SYSTEM Services at any time, in our sole discretion. We will disclose any fees to you ahead of time and notify you of any changes in fees at least thirty (30) days prior to their implementation by posting notice of the change in fees on the BANK SYSTEM website or sending you notice by email or U.S. postal mail. You are also responsible for telephone, text messaging and Internet service fees you incur in connection with your use of SYSTEM. Fees for certain components of SYSTEM Services (e.g. BILL PAYMENT) will vary by account type. Please see your account fee schedule for information on what components of SYSTEM Service have fees associated with them and what those fees entail.

(14) Posting of Account Transfers - Transfers between your accounts initiated through SYSTEM before **9:00 p.m. CT** on a Full Business Day are posted to your account the same day. Transfers between your accounts initiated after **9:00 p.m. CT** on a Business Day, Saturday, Sunday, banking holiday, or after cutoff on a Partial Business Day will be posted on the next Business Day. SYSTEM identifies transfers based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screen in the Transfer menu option of SYSTEM and the Payment History screen in the Bill Payment menu option of SYSTEM will not reflect transfers made by multiple users from the same account if different Login IDs are used.

(15) Posting of EXTERNAL ACCOUNT Transfers - Transfers between your account(s) and EXTERNAL ACCOUNTS initiated through SYSTEM before **4:00 p.m. CT** on a full Business Day will be initiated on the same day. Transfers between your account(s) and EXTERNAL ACCOUNTS initiated after **4:00 p.m. CT** on a full Business Day, Saturday, Sunday, or banking holiday will be initiated on the next Business Day. Transfers to and from EXTERNAL ACCOUNTS will take at least one (1) Business Day to complete. SYSTEM identifies transfers based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screen in the Transfer menu option of SYSTEM and the

Payment History screen in the Bill Payment menu option of SYSTEM will not reflect transfers made by multiple users from the same account if different Login IDs are used.

(16) Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given Business Day, then (1.) Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority; (2.) Electronic fund transfers initiated through SYSTEM that would result in an overdraft of your account may, at our discretion, be canceled; and (3.) In the event the electronic fund transfers initiated through SYSTEM that would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

(17) Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from BANK accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

(18) Bill Payment - If you are approved by BANK, you will have the ability to use SYSTEM to make bill payments to vendors and others you set up in the BANK's Bill Payment System ("BILL PAYMENT"). The following provisions apply to the BILL PAYMENT service in addition to the other provisions stated in this Agreement.

A. You must designate the BANK account from which the payments are to be made, the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. BANK reserves the right to restrict the types of payees to whom BILL PAYMENTS may be made. If you want the payment to be debited from your account on a day that is not a Business Day, your account will be debited on the next Business Day. By using the BILL PAYMENT Service option you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

B. A one-time BILL PAYMENT to a Payee will be processed on the Business Day that you designate as the BILL PAYMENT processing date provided the BILL PAYMENT is submitted prior to the BILL PAYMENT cut-off time for that date, as the BANK may set from time to time in its sole discretion. (For Business Days that are not Partial Business Days the cut-off time is currently **3:00 p.m. CT**). The Bank, in its sole discretion, may invoke an earlier BILL PAYMENT cut-off time on Partial Business Days. BILL PAYMENTS scheduled to be processed on a particular date and initiated prior to the BILL PAYMENT cut-off time for that day will be processed on that Business Day. BILL PAYMENTS submitted after the BILL PAYMENT cut-off time on a particular day will be processed on the next Business Day or Partial Business Day.

C. You have the ability to request that a payee payment be recurring and automatically generated on a desired schedule and for a desired period of time allowed by SYSTEM. Recurring payments are automatically scheduled by the SYSTEM. A BILL PAYMENT processing date for the next occurrence of the BILL PAYMENT is automatically calculated based on your selected

frequency for that BILL PAYMENT. If the calculated BILL PAYMENT processing date is a non-Business Day, then the BILL PAYMENT processing date will be adjusted based on your selection for the BILL PAYMENT. If the BILL PAYMENT service "Pay Before" option is selected, the BILL PAYMENT processing date will be adjusted to the first Business Day prior to the calculated BILL PAYMENT processing date. If the BILL PAYMENT service "Pay After" option is selected, the BILL PAYMENT processing date will be adjusted to the first Business Day after the calculated Bill PAYMENT processing date. If your frequency settings for a BILL PAYMENT specify the 29th, 30th or 31st as a particular day of the month for the BILL PAYMENT processing date and that day does not exist in the month of the calculated Bill Payment processing date, then the last calendar day of that month will be used as the calculated BILL PAYMENT processing date.

D. The BILL PAYMENT service will calculate an "Estimated Arrival Time" for a BILL PAYMENT. This is only an estimate. BANK makes no warranties on the accuracy of this date and it should not be used for the purpose of scheduling BILL PAYMENTS.

E. You agree to pay any fees associated with an add-on additional service to BILL PAYMENT such as processing a "Rush Payment" or sending an accompanying card. These fees are listed on the BILL PAYMENT site and may be changed from time to time by the BANK, in its sole discretion.

F. A BILL PAYMENT can be changed or cancelled any time prior to the cut-off time on the scheduled processing date.

G. In using the BILL PAYMENT service, you recognize that:

- i. You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN);
- ii. If you want to terminate another person's authority to use the BILL PAYMENT service, you must notify the BANK and arrange to change your PIN;
- iii. You will be responsible for any BILL PAYMENT request you make that contains an error or is a duplicate of another BILL Payment;
- iv. The BANK is not responsible for a BILL PAYMENT that is not made if you do not properly follow the instructions for making a BILL PAYMENT;
- v. The BANK is not liable for any failure to make a BILL PAYMENT if you fail to promptly notify the BANK after you learn that you have not received credit from a "payee" for a BILL PAYMENT; and
- vi. The BANK is not responsible for your acts or omissions or those of any other person including, with limitation, any transmission or communications facility and no such party shall be deemed to be the BANK's agent.

(19) Stop Payment Requests - If you desire to cancel or stop any payment that is "In Process" you must call the Customer Care Team at **573-985-4611**. Although we will make every effort to accommodate your request we will have no liability for failing to do so. The charge for each stop

payment order will be the then current charge for such service as set out in the applicable fee schedule. You may initiate stop payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts). Stop payment requests initiated via SYSTEM prior to **2:00 p.m.** CT on a Business Day will be effective that day; stop payments placed after **2:00 p.m.** CT on a Business Day or on a non-Business Day will be effective on the next Business Day. To be effective this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing and get it to us within fourteen(14) days after you call.

(20) Disclosure of Information, and Transfers - You understand, that in using SYSTEM, certain details including account information, domain names, addresses, passwords, telephone and device numbers, message content, data files and other data and information may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree to and hereby authorize all of these transfers and disclosures of information.

(21) Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic statements for your BANK accounts.

(22) Change in Terms - We may change any term of this Agreement at any time. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by email or by postal mail. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

(23) In Case of Errors or Questions about Your Electronic Transfers, including BILL PAYMENTS - You agree to contact us immediately if you think your statement is wrong or suspect another problem with a transaction submitted via SYSTEM.

(24) Our Liability for Failure to Make a Payment or Transfer - In the event the BANK does not complete a payment or transfer on time or in the correct amount according to its agreement with you, the BANK's liability shall be limited to the lesser of (i)the actual damages sustained by you as a direct result of such incident, or (ii) the fees paid by you to the BANK over the three-

month period immediately preceding such incident. In no event shall the BANK be liable for any damages or costs if: (1.) If, through no fault of ours, you do not have enough money in your account to make a transfer; (2.) If a legal order directs us to prohibit withdrawals from the account; (3.) If your account is closed, or if it has been frozen; (4.) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5.) If you or anyone authorized by you commits any fraud or violates any law or regulation; (6.) If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer; (7.) If you have not provided us with complete and correct payment information for the BILL PAYMENT service including, without limitation, the name, address, payee-assigned account number, payment date and payment amount for the payee on a BILL PAYMENT; (8.) If you have not properly followed the terms of this Agreement or the on-screen instructions for using SYSTEM; or (9.) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

(25) Your Liability for Unauthorized Transfers - You agree to CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any) as a result of any such unauthorized usage of your accounts. In no event shall BANK be liable for any losses sustained as a result of any person initiating transactions that did not possess authority to do so.

(26) Disclaimer of Warranties and Limitation of Liability - EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT SYSTEM WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL SYSTEM SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. YOU AGREE IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO SYSTEM INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH SYSTEM.

(27) Virus Protection - The BANK is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt

and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

(28) Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice in person or by postal mail or by a fax sent to (636) 686-8906. Your access to SYSTEM will be suspended within three (3) Business Days of receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

(29) Our Right to Terminate - Other than mentioned above, you agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: (1.) Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (2.) Upon three (3) Business Days notice, if you do not contact us to designate a new primary checking account immediately after you close your primary checking account; (3.) Upon reasonable notice to you, for any other reason in our sole discretion.

(30) Electronic Email - We may not immediately receive email that you send. We will have a reasonable opportunity to act before taking action on your email requests. You cannot use email to stop payments, transfer funds, perform a bill payment, or cancel your SYSTEM service.

(31) Communications Between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways: (1.) Email - You can contact us by email at clientservices@saintsavenuebank.com (Please note, however, that banking transactions through SYSTEM are not (and cannot be) made via email.); (2.) Telephone - You can contact us by telephone at **573-985- 4611**; (3.) In Person - You may visit us in person at any banking center or (4.) Postal Mail - You can write to us at:

**Saints Avenue Bank
1650 Beale Street, Suite 140
St. Charles, MO 63303**

(32) Consent to Electronic Delivery of Notices- You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by email. You agree to notify us immediately of any change in your email address.

(33) Indemnification- You will defend, indemnify, and hold harmless the BANK and its officers, directors, shareholders, affiliated entities, employees, processors, representatives, successors and assigns against, from, and in respect of, any and all losses, liabilities, damages (including consequential, special and punitive damages), costs and expenses of any kind, including reasonable attorneys' fees and litigation expenses, directly or indirectly resulting from:

i. The processing of any request or direction received by the BANK under the SYSTEM Services;

- ii. Any breach or failure to comply with any of the provisions of this Agreement by you;
- iii. Any dispute between you and any third party in connection with the use of the SYSTEM Services;
- iv. Any breach of your representations and warranties under this Agreement;
- v. Any loss or expenditure resulting from any transaction submitted by you under the SYSTEM Services caused by the rejection of that transaction by the bank upon which it is directed; or
- vi. Any and all actions, suits, proceedings, claims, demands, judgments, fines, settlement, costs and expenses of any kind (including reasonable attorneys' fees and litigation expenses) brought against or incurred by BANK and incident to the foregoing.

For purposes of this Section, the term "processors" shall mean and include any third party contractors, vendors and/or licensors with whom BANK contracts to provide services, products, and/or licenses that enable BANK to provide the SYSTEM Services. The terms of this Section shall survive termination of this Agreement.

(34) Miscellaneous Provisions- The following additional provisions apply to this Agreement:

(1) The terms of this Agreement shall be construed in accordance with the laws of the State of Missouri and with the laws of the United States when applicable.

(2) Words importing the singular number only may be extended to several persons or things, and words importing the plural number only may be applied to one person or thing.

(3) You agree that any suit, action, or other legal proceeding arising out of or in any way relating to this Agreement must be brought in the State Circuit Court located in St. Charles County, Missouri or the Federal District Court situated in the Eastern District of Missouri, which you acknowledge and agree are the courts having exclusive jurisdiction and venue over any such suit, action, or other legal proceeding; and you waive any objection or defense which you may have to the laying of jurisdiction and venue of any such suit, action, or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. **UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE BANK, THE AFORESAID STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MISSOURI SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OF ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES ARISING UNDER OR RELATING TO THIS AGREEMENT. NO LAWSUIT, PROCEEDING, OR ANY OTHER ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE BANK.**

(4) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND US EACH AGREE (I) TO WAIVE ANY RIGHT TO TRIAL BY A JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY YOU OR US AGAINST THE OTHER PARTY PERTAINING TO ANY MATTERS ARISING OUT OF, OR**

RELATING TO, OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE TERMS AND CONDITIONS HEREOF, AND YOUR USE OF THE BANK'S ONLINE AND MOBILE BANKING SYSTEM, INCLUDING THE MOBILE CAPTURE SERVICE, AND (II) THAT ANY SUCH CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM SHALL BE DECIDED BY THE JUDGE HEARING THE COURT TRIAL.

Revised 10/17