# Business Online Banking Agreement/Disclosure

**ABOUT THIS AGREEMENT**

This Electronic Banking Agreement and Disclosure governs your use of Business Online Banking services offered by Stock Yards Bank & Trust, which permits you access to your accounts with us via the internet for services selected by you and agreed upon by Stock Yards Bank & Trust. In this Agreement the terms "you" and yours" refer to the depositor or authorized user on a business account. Each Time you use any of the Online Banking services described in this Agreement, you agree to the terms and condition in existence at that time.

**Part I. General Terms and Conditions**

Part I of this Electronic Banking Agreement and Disclosure provides the general terms, conditions, and disclosures that are applicable to all Accounts and Services. Part II provides additional terms, conditions, and disclosures that are particular to each identified Service. Part II is not an exhaustive list of Services.

**1) Definitions**

a) Account. Any account held by Customer with Bank, at any location, for which Customer applies for, uses, or continues to use any Service.

b) Bank. Stock Yards Bank & Trust Company.

c) Business Day. Any day occurring Monday through Friday, except for federal holidays and any other day on which banks in the Commonwealth of Kentucky are authorized to close.

d) Check. A draft, payable on demand, and drawn on or payable through a bank chartered by a state or the United States, whether or not negotiable, handled on forward collection, including a substitute check, payable in United States dollars.

e) Entry. As such term is defined under the Operating Rules.

f) Item. A Check, draft, note, or other negotiable instrument.

g) Payment Order. A request, order, instruction, or other directive for the payment, withdrawal, or disposition of funds from any Account, including a funds transfer. The term "Payment Order" does not include any Item drawn, issued, deposited, or anything similar by Customer.

h) Service. Any Electronic Banking service Bank provides, offers, or makes available.

i) Service Terms. The collective additional terms, conditions, information, disclosures, licensing agreements, user guides, and procedures applicable to a Service.

j) Terms. The collective, underlying other agreements, terms, conditions, information, and disclosures governing Customer's use and the operation of Accounts.

**2) Terms**

Customer understands and agrees that in addition to these Electronic Banking Terms and the Service Terms, Customer is subject to the Terms. The Terms may have been referenced or contained in a signature card, Deposit Agreement and Disclosure Statement or provided or made available when Customer opened an Account or applied for a Service. Customer acknowledges that (i) it has received the Terms, including any subsequent amendment, supplement, or replacement by Bank; (ii) it is bound by the Terms; and (iii) the Terms are incorporated into the Electronic Banking Agreement by reference.

**3) Services**

A Service may be subject to Service Terms. Bank may provide or make available any Service Terms, or any portion thereof, electronically, such as by email or online "click-through".

**4) Order of Precedence; Interpretation**

The Terms, these Electronic Banking Terms, and any Service Terms may vary applicable laws and regulations to the extent permitted thereunder. To the extent a law or regulation conflicts with the Terms, these Electronic Banking Terms, or any Service Terms and cannot be varied, such law or regulation will control. The Terms, these Electronic Banking Terms, and any Service Terms are intended to be read as complementary and not in conflict with one another. To the extent there is a conflict

between the Terms and these Electronic Banking Terms or any Service Terms, these Electronic Banking Terms or the applicable Service Terms will control. To the extent there is a conflict between these Electronic Banking Terms and any Service Terms, the Service Terms will control, but only with respect to the applicable Service. In these Electronic Banking Terms and all Service Terms, use of "including" means "including, but not limited to" and use of the singular form includes the plural, and vice versa, unless the context clearly requires otherwise.

**5) Authorized Persons**

a) In providing any Account or Service, Bank may rely solely on the information, data, representations, and/or warranties provided by Customer under the Terms, these Electronic Banking Terms, any Service Terms, in any application, signature card, or other documentation provided by Customer. Bank is not responsible for the validity, accuracy, or completeness of any such information, data, representation, or warranty provided by Customer.

b) Bank may rely on any document, including a signature card, signed or provided by Customer that identifies a person as authorized to act on behalf of Customer ("Authorized Person"). Unless Bank has agreed otherwise, each Authorized Person will have authority to (i) access and review Account information, balances, transactions, and Account Statements; (ii) draw, issue, indorse, and deposit Items; (iii) make Payment Orders, regardless of whether Customer has sufficient funds available or any Payment Order would result in or increase any overdraft; (iv) request, modify, or terminate any Service, and bind Customer to any Service Terms; (v) open and close any Account; and (vi) entitle, delegate to, or otherwise authorize any other person to take action on behalf of Customer. Customer will notify Bank of any change with respect to Authorized Persons, including updates, additions, or deletions, in a form acceptable to Bank.

**6) Security Procedures**

a) Customer agrees to and will follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Electronic Banking Terms, any Service Terms, application, user guide, or posted on the website through which a Service is accessed. Bank will validate Customer's use of a Service, and thereby any Payment Order, against the applicable security procedure. Customer understands that security procedures are designed to verify the authenticity of Payment Orders, not the accuracy.

b) Services may provide Authorized Persons with the ability to act as administrator and entitle other persons to view, access, and control an Account and use any Service, including to make Payment Orders (collectively with Authorized Persons, "Authorized Users"). Customer will maintain a current and accurate list of all Authorized Users. A unique identification code ("User ID") and password will be established for each Authorized User.

c) In order to use a Service, and thereby make a Payment Order, the applicable security procedure for an Authorized User will involve the Authorized User's User ID and password and one or more of a: token, biometric identifier, cookie, digital signature, "out-of-band" authentication, call-back, or other security device, factor or method communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.

d) Customer has made an independent assessment of the security procedure and agrees that it is a commercially reasonable method of providing security against unauthorized Payment Orders. Further, each time Customer uses a Service, including making a Payment Order, Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders.

e) Customer understands and agrees that the use of any Service, and thereby any Payment Order, including through ACH Origination or Wire Transfer Services, verified by Bank using an applicable security procedure will be deemed authentic, to have been carried out directly by and on behalf of Customer, and will be effective as the order of Customer, regardless of whether or not authorized. Customer will be bound by and liable for any verified Payment Order, even if such Payment Order was not actually initiated by an Authorized User, was in an amount above that established for an Authorized User, or was the result of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar.

f) Customer will notify Bank immediately if it is unable to locate any token or security device, as applicable, or believes or has any reason to suspect that any portion of a security procedure has been or is in jeopardy of being compromised. Bank, or any third-party service provider of Bank, may revoke or disable any portion of a security procedure, including any token or security device, as applicable, at any time and will notify Customer. If these Electronic Banking Terms are terminated, or Bank

determines it is necessary at any time, any portion of the security procedure, including any token or security device, as applicable, provided or made available by Bank will be immediately returned to Bank.

g) Bank may revise, update, or replace a security procedure, in whole or in part, at any time upon notice to Customer. Customer will make an independent assessment of any such revised, updated, or replacement security procedure. Customer's use of the revised, updated, or replacement security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders.

h) Without limiting any other right or ability Bank may have, Bank may deny access to any Account or Service or deny any Payment Order, without prior notice, if (i) Bank is unable to validate any security procedure; (ii) Bank is unable to confirm, to its satisfaction, any person's authority; or (iii) Bank believes that denial is necessary for security reasons.

**7) Customer Controls**

a) Customer understands that all portions, aspects, and details of the security procedure, including User IDs, passwords, and security devices, are confidential. Customer agrees to establish physical, operational, and technical controls to protect the confidentiality of the security procedure and limit access and disclosure to only those persons who have a need to know such information. Customer agrees to:

(i) prohibit Authorized Users from sharing User IDs or passwords;

(ii) require that each Authorized User change their password (A) on a periodic basis; (B) any time instructed by Bank; and (C) any time the Authorized User has reason to believe that any other person may know their password;

(iii) periodically review all Authorized Users to determine whether each should be entitled to view, access, or control an Account or use any Service;

(iv) use the "self-service" functionality of any Service, if available, to immediately remove any Authorized User Customer deems no longer authorized to view, access, or control Customer's Account or use any Service, and any Authorized User that leaves Customer's employment. If "self-service" functionality is not made available to Customer, Customer will immediately notify Bank of any Authorized User Customer deems no longer authorized to view, access, or control an Account or use any Service, and any Authorized User that leaves Customer's employment;

(v) institute an internal review process whereby before any Payment Order can be made or released, such Payment Order must be (A) reviewed to ensure that it is for an amount within the purported Authorized User's internally established authority ("threshold control") and (B) approved by at least one other person ("dual control"); and

(vi) keep all Components (as defined in Section 17 below) used for any Services up-to-date in accordance with the manufacturer's recommendations, industry standards, and as otherwise required by Bank.

b) Some Services provide functionality that enables Customer to electronically establish threshold control and dual control. If provided, Customer is required to use such functionality.

c) Customer understands that its failure to implement any of the controls described in this Section 7 increases Customer's exposure to, and potential liability for, unauthorized or fraudulent transactions, including Payment Orders. Bank is released from, and Customer will be solely liable for, any loss, damage, cost, or expense that may result from Customer's failure to establish, implement, or maintain any control described in this Section 7.

**8) Limitations on Use of Accounts and Services**

Unless Bank has agreed otherwise in writing, all Accounts and Services are only for Customer's internal use and to carry out Customer's normal business, and will not be used for any consumer purposes. Customer will not use, or allow any third party to use, any Account or Service to draw any Item, make any deposit, or process transactions, including Payment Orders, for any third party or on behalf of any person other than Customer. Bank has no duty or obligation to inquire into the circumstances or details of any Item, deposit, or transaction.

**9) Linking Accounts of Additional Businesses and Personal Accounts**

If you are also an authorized signer, you may link the accounts of other business and/or personal accounts for use on Business Online Banking service and these additional accounts will be covered under this agreement. Upon doing so, you may link the accounts of the businesses so that you may elect, at your risk and that of the businesses, but not of the Bank,

to use a common Online ID and passcode for Business Online Banking for all linked accounts. You should do this only if you are authorized to link the accounts of the different business and to use all the functions of Business Online Banking for each business. You further agree to inform Stock Yards Bank & Trust if your authority over any linked account decreases. Stock Yards Bank & Trust is not liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

You may also link an eligible Stock Yards Bank & Trust personal account to the accounts covered by this Agreement. You may link eligible accounts only if you are the named owner of the business account and the personal account. If you link personal accounts to your business accounts, you agree and understand that users and Administrators will be able to view and/or perform transactions with linked personal accounts.

You further agree to inform Stock Yards Bank & Trust if your authority over any linked account decreases. Stock Yards Bank & Trust is not liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

**10) Item Restrictions**

Any requirement or restriction on Items drawn on an Account, regardless of whether placed on the Item or notified to Bank, (a) for two or more signatures; (b) limiting the date on which an Item may be paid (e.g., postdating); (c) limiting the amount for which an Item may be drawn; or (d) limiting the amount for which any person may draw an Item, will be considered for Customer's internal purposes only, and Bank will have no duty or obligation to monitor, stop, or prevent payment of an Item with any such requirement or restriction. Bank will not be liable, and will not be deemed to have failed to exercise ordinary care, for paying any Item that contains or is subject to such a requirement or restriction.

**11) Deposit**

All deposits, including Items and Entries, are received subject to Bank's acceptance and receipt of final payment. Bank may return or refuse all or any part of a deposit or credit to an Account, at any time, and will not be liable to Customer even if doing so causes outstanding Items drawn on an Account to be dishonored or returned or for a Payment Order to be rejected. Bank may revoke any provisional credit given to Customer if final payment is not received even if such revocation results in or increases an overdraft. Bank may agree with other parties, including banks and clearing houses, to vary the procedures and deadlines regarding the processing and collection of any portion of a deposit to the extent permitted by law. In processing or collecting any Item, Bank has the sole discretion to determine the method, including electronically, and may use third-party service providers, clearing houses, or other banks. Bank is not responsible for the actions of any other party in processing or collecting of any portion of any deposit.

**12) Funds; Overdrafts**

Customer agrees to maintain immediately available funds in its Account sufficient to meet any minimum balance requirements and to cover, in full, all Payment Orders, Items drawn on an Account, ACH Entries (as applicable), returns, reversals, Fees, and all other transactions and amounts Customer may owe in connection with any Account or Service. In addition to any other right Bank may have, if Customer fails to maintain sufficient funds in its Account, Bank may reject or return any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account and refuse to provide any Service. However, if Customer fails to maintain sufficient funds, Bank may, in its sole discretion, choose to accept, carry out, or pay any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account even if it would cause or increase an overdraft on an Account. Unless otherwise agreed in writing, all overdrafts will be due and payable immediately, and Bank may charge interest, up to the maximum permitted by law, in addition to any applicable Fees, until such overdraft is paid in full. Bank is not obligated to permit, or continue to permit, any overdraft, notwithstanding any prior course of dealing.

**13) Fees; Taxes**

Any Account or Service may have associated fees, charges, and/or expenses ("Fees). Fees will be established by Bank from time to time, in its sole discretion, and as communicated to Customer, including electronically. Customer agrees to be responsible for and pay all Fees. Bank may, in its sole discretion, invoice Customer or directly debit Customer's Account, even if such debit would result in or increase any overdraft. Any payment of Fees to Bank will be in full and without counterclaim or setoff. This Section 12 does not affect any other rights Bank may have under the Terms, these Electronic Banking Terms, any Service Terms, any other agreement between Customer and Bank, or applicable law. Fees do not include, and Customer is solely responsible for payment of, income, use, excise, value added, or any other taxes related to any Account or Service.

**14) Statement Review**

a) Bank will issue Account statements, confirmations, and/or advices (collectively, "Account Statements") to Customer on the frequency advised to Customer from time to time. Account Statements may be mailed or made available electronically, including through a Service or by email, to Customer and, except as otherwise stated in these Electronic Banking Terms or in the Service Terms, will serve as the official record of Customer's Account. Customer must ensure that an Authorized Person promptly reviews all Account Statements made available, including any accompanying Items. Customer agrees that an image of an Item or information identifying an Item (e.g., Item number, amount, and date of payment) is an adequate substitute for the actual Item.

b) Customer must notify Bank of any unauthorized, improper, or missing indorsements (each an "Indorsement Issue") within six (6) months of the date of the Account Statement on which that Item was paid. Customer must notify Bank of any errors, alterations, discrepancies, unauthorized charges or transactions, including any Fees, Payment Order, Item, or any other irregularity (each an "Error") on an Account Statement within thirty (30) days of the date of the Account Statement on which such Error appears. Customer must provide Bank with all information necessary for Bank to properly investigate. Notwithstanding the foregoing in this section, in accordance with the Operating Rules, Customer must report an unauthorized ACH debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH debit Entry was posted. If Customer does not notify Bank of an unauthorized ACH debit Entry in accordance with the aforementioned deadline, Customer's sole recourse will be with the originator of such ACH debit Entry. Bank recommends that Customer review all Account activity, including ACH Entries, on a daily basis.

c) If Customer fails to notify Bank in accordance with the time frames of Section 13(b) above, Customer will have failed to exercise reasonable care and promptness in reviewing such Account Statement. Bank is not required to reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank for any loss, damage, or expense, including any loss of interest, relating to any Indorsement Issue or Error of which Customer failed to notify Bank in accordance with Section 13(b) above.

d) Bank may make certain information regarding Customer's Account and Services, including Payment Orders, Items, transaction details, and balances, available to Customer online or through other means prior to issuance of an Account Statement. Bank will not be responsible for Customer's reliance on any such information. Such information may not be accurate, may be provided by third parties or otherwise not within Bank's control, and may be updated or corrected from time to time.

**15) Information**

a) Customer agrees to provide any information reasonably requested by Bank. Customer understands that Bank may request information on behalf of itself, a third-party service provider of Bank, or any governmental body or entity. Additionally, Bank may authorize certain of Bank's third-party service providers to request information directly from Customer. Bank may investigate or request information from third parties regarding any information, data, or statement obtained from or regarding Customer, its owners, officers, or Authorized Users in connection with any Account, Service, or transaction.

b) Customer authorizes Bank to use or disclose any information, data, or documentation with respect to any Account, Service, Item, Payment Order, or transaction, or Customer itself in order to provide the Accounts and Services and for compliance with legal and regulatory requirements and with Bank's internal policies. This may include disclosure to (i) Bank's third-party service providers; (ii) Bank's auditors, advisors, or attorneys; (iii) a proposed assignee of Bank; (iv) Bank's examiners or other regulators; (v) any law enforcement agency; or (vi) any judicial body, such as pursuant to a court order or subpoena.

c) Customer understands that all information, documentation, technology, and Components provided or made available to Customer by Bank are confidential. Customer agrees, with respect to all such information, documentation, technology, and Components, not to (i) share, transfer, or distribute any portion to any third party, except to the extent authorized by Bank; (ii) modify, disassemble, decompile, reverse engineer, or attempt to derive source code, trade secrets, or other confidential or proprietary information; or (iii) use in any manner prohibited by these Electronic Banking Terms, any Service Terms, or applicable law. Customer will return to Bank all technology and Components and will return or destroy all information and documentation, including any copies, upon termination of these Electronic Banking Terms.

**16) Records**

a) Customer understands and agrees on behalf of itself, its affiliates and subsidiaries, and their respective officers, employees, and Authorized Users that Bank may monitor and record Customer's telephone and electronic communications with Bank, including any Payment Order, at any time, without further notice to Customer or any other party to the communication. Bank

has sole discretion as to which communications, in whole or in part, it may monitor or record and will not be liable to Customer for failure to record all or any part of a communication.

b) All records maintained by Bank in the ordinary course of business will be presumed to be accurate and in the absence of manifest error will be binding and conclusive. Bank may retain copies of all records, information, documents, agreements, or anything similar, including Payment Orders and Items, in connection with any Account or Service in an electronic record preserving the image and/or details of such and discard the original. Customer waives any objection to use of such electronic record in lieu of the original for any purpose and in any forum, venue, or jurisdiction.

**17) Bank Audit**

Upon notice to Customer, Bank is entitled to audit Customer's compliance with these Electronic Banking Terms, any Service Terms, the Operating Rules (as applicable), and any applicable laws and regulations. This audit includes the ability for Bank to (a) visit Customer's physical facilities; (b) inspect Customer's operational and technical procedures, systems, equipment, and infrastructure; and (c) request any documentation and information. Customer agrees to cooperate with Bank, provide access to Bank, and provide any documents or information, at Customer's expense, as may reasonably be requested by Bank in connection with an audit.

**18) Components; Internet**

a) In order to use a Service, Customer may be required to access the Internet, access certain websites on the Internet, or use certain software, hardware, telecommunications services, devices, or other equipment (each a "Component") as determined by Bank. Bank may provide specifications or otherwise determine, in its sole discretion, whether any Component is appropriate or acceptable. The necessity or Bank's acceptance of any Component may vary from Service to Service. Unless Bank has agreed otherwise, Customer shall be solely responsible for obtaining any necessary Component, ensuring that it acceptable to Bank, and for maintaining and operating of any Component. Customer shall be solely responsible for all costs, one-time and recurring, related to any Component.

b) Customer understands that there are risks associated in accessing the Internet, accessing any website on the Internet, and using any Component with respect to availability, security, and confidentiality. Customer has made an independent evaluation of, considered, and assumes all risks, including of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that may be associated with accessing the Internet, accessing any website on the Internet, and using any Component. Bank will not have any responsibility or liability, and Customer will be solely responsible and liable for any and all losses, damages, or injuries arising from such assumed risks of the Internet, any website, and any Component. This Section 17 applies regardless of whether Bank specified, mandated, provided, delivered, arranged for, or otherwise made available access to any website or Component.

**19) Customer Warranties**

Customer represents and warrants that:

a) each Authorized User has been duly authorized to take action on behalf of Customer;

b) if Customer or any Authorized User is taking action on behalf of any subsidiary, affiliate, or other third party, Customer and each Authorized User has been duly authorized to take action on behalf of and by such subsidiary, affiliate, or other third party;

c) prior to submitting any information to Bank regarding any individual, including an Authorized User, Customer has obtained any consent from or made any disclosure to such individual that may be required by applicable law, regulation, or any agreement between Customer and such individual for Bank to process or use such information in providing any Account or Service; and

d) no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that Customer knows of or should know of.

**20) Disclaimer of Warranties. No warranties with respect to any Account, Service, Component, WEBSITE, or the Internet are provided by Bank or any third-party service provider of Bank. Neither Bank nor any third-party service provider of Bank has made any warranty, express or implied, that any Account, Service, Component, WEBSITE, or the Internet will meet the needs or specification of Customer, will be free of defects, safe, secure, of any particular quality, or WILL provide any particular level of performance or AVAILABILITY. Bank and all third-party service providers of Bank expressly disclaim any**

**and all implied warranties of merchantability, fitness for a particular purpose, and infringement. Each Account, Service, WEBSITE OF BANK, and Component is provided on an "as is," "AS AVAILABLE" BASIS.**

**21) Limitation of Liability**

a) Under these Electronic Banking Terms and any Service Terms, Bank will only be liable to Customer for direct losses to the extent resulting from Bank's gross negligence, willful misconduct, or fraud. Bank will not, under any circumstances and regardless of the cause of action, be liable for indirect, consequential, special, or punitive losses or damages, lost profits (regardless of whether characterized as direct, indirect, or any other form), or any other loss, damage, cost, or expense of Customer.

b) Notwithstanding Section 20(a) above, Customer's sole and exclusive remedy, whether against Bank or any third party, with respect to any Component made available or provided by Bank for any malfunction, error, infringement, deficiency, or anything similar, is the replacement or repair of such Component.

c) Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result from: (i) Bank's action or omission in order to comply with any applicable law, regulation, court order, or anything similar; (ii) Bank's action or omission in accordance with any instruction of Customer, Payment Order (or amendment or cancellation thereof), or these Electronic Banking Terms or any Service Terms; (iii) the unavailability of any Service; (iv) the unavailability or malfunction of any website of Bank or Component; (v) any act or omission of any third party not within Bank's control; or (vi) Bank's delay, failure, or inability to perform any obligation because of any act of God, catastrophe, fire, flood, act of any actual or purported governmental authority, war, terrorism, failure or breakdown of any electrical, computer, payment, or communications system, or any other cause beyond Bank's reasonable control.

d) Customer acknowledges that it has been advised of Bank's fraud Services, including Positive Pay, that are designed to assist in the detection and deterrence of unauthorized, altered, counterfeit, or otherwise fraudulent activity on an Account. Customer understands and agrees that if it does not enroll in Bank's fraud Services, to the extent such Services are designed to detect or deter unauthorized, altered, counterfeit, or otherwise fraudulent activity:

(i) Bank will not be required to reimburse Customer or credit its Account;

(ii) Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result; and

(iii) Customer is precluded from demanding payment from or making any claim against Bank.

**22) Indemnification**

a) Customer agrees to indemnify and hold harmless Bank from and against any and all claims, demands, judgements, losses, damages, costs, or expenses (including attorneys' fees and expenses) arising out of or relating to these Electronic Banking Terms, any Service Terms, or Customer's use of or Bank's providing any Account or any Service, resulting directly or indirectly from:

(i) any act or omission of Bank in compliance with Customer's instruction, including any Payment Order or Item;

(ii) any act or omission of Bank in order to comply with any applicable law, regulation, court order, or anything similar;

(iii) Customer's breach of any provision of the Terms, these Electronic Banking Terms, or any Service Terms;

(iv) any act or omission of Customer that results in the payment of funds to or debit of funds from any person, real or fictitious, not entitled to or not owing all or any portion of such funds; and

(v) any unauthorized access to or fraud on an Account, regardless of whether internal or external.

b) For the purposes of Customer's obligation to indemnify and hold harmless, under these Electronic Banking Terms or any Service Terms, the term "Bank" includes, and Customer's obligation extends to, Bank and its parent company, affiliates, and subsidiaries, and their respective employees, officers, and directors, and any third-party service provider used by Bank to carry out or provide, in whole or in part, any security procedure, Account, or Service.

**23) Termination**

a) Unless otherwise agreed by Bank, Customer may terminate these Electronic Banking Terms, any Service Terms, any portion of any Service, or close any Account upon thirty (30) days' prior notice. Bank may terminate these Electronic Banking Terms,

any Service Terms, any portion of any Service, or close any Account immediately upon notice to Customer, including in the event:

(i) Customer breaches any provision of the Terms, these Electronic Banking Terms, any Service Terms, or the terms of any other agreement between Customer and Bank;

(ii) Customer breaches any provision of the Operating Rules;

(iii) Customer is unable to meet its debts as they come due, any proceeding is instituted with respect Customer's bankruptcy, voluntary or involuntary, or Bank makes a good faith determination that there has been or is likely to be a material adverse change in the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of Customer;

(iv) Bank, in its sole discretion, suspects Customer has used or attempted to use an Account or Service to engage in fraudulent activity or determines it is necessary to comply with applicable law, regulation, court order, or anything similar; or

(v) the action or unavailability of any third party or any other occurrence beyond Bank's reasonable control that causes Bank to be unable to provide an Account or Service, or any portion thereof, to Customer.

b) Termination of these Electronic Banking Terms will terminate all Services. Termination of any Service Terms will terminate the applicable Services. The closing of any Account or termination of any Service, or any portion thereof, shall not affect Customer's obligations or liabilities, including with respect to payment of any Fees and indemnification, which will continue in full force and effect.

**24) Governing Law**

a) Customer will comply with all applicable laws and regulations and any Bank policy or procedure that Bank has provided or made available to Customer. This includes (i) sanctions enforced by the Office of Foreign Assets Control (OFAC); (ii) the Uniform Commercial Code; and (iii) Federal Reserve and Federal Trade Commission regulations. Further, Customer understands that all ACH transactions, including Customer's receipt or origination of any ACH credit or debit Entry will be subject to the Operating Rules which Customer agrees to be bound by and comply with.

b) The Terms, these Electronic Banking Terms, and all Service Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and applicable federal laws, without regard to principles of conflicts of law. Each of Bank and Customer agrees that either the United States District Court for the Western District of Kentucky, located in Louisville, Kentucky, or the Commonwealth of Kentucky Jefferson County Circuit Court will have exclusive jurisdiction and be the only proper venues in which to bring any claim, counterclaim, action, proceeding, or suit arising out of or relating to these Electronic Banking Terms, any Service Terms, or Customer's use of or Bank's providing any Account or any Service. Each of Bank and Customer consents to the jurisdiction and venue of such courts and expressly waives any claims or defenses of lack of personal jurisdiction or proper venue by such courts.

c) Each of Customer and Bank irrevocably waives all right to, and will not seek, trial by jury in any claim, counterclaim, action, proceeding, or suit, regardless of type, form, or cause of action, arising out of the Terms, these Electronic Banking Terms, or any Service Terms.

**25) Amendments**

a) Bank may supplement, update, amend, or replace all or any provision of the Terms, these Electronic Banking Terms, or any Service Terms at any time. Bank will notify Customer of any such supplement, update, amendment, or replacement. Customer's continued use of any Service after notification will constitute Customer's acceptance thereof, regardless of whether Customer has actually reviewed such supplement, update, amendment, or replacement. If Customer objects to or does not agree to any supplement, update, amendment, or replacement, Customer must immediately discontinue use of all Services and notify Bank.

b) In the event that Bank's provision of any Account or Service or performance in accordance with these Treasury Terms or any Service Terms would result in a violation of a law, regulation, or government policy to which Bank is subject, then these Electronic Banking Terms or any Service Terms, as applicable, shall be deemed amended to the extent necessary to comply with such law, regulation, or government policy, and Bank will not be liable to Customer as a result of such violation or amendment.

c) The Terms, these Electronic Banking Terms, Service Terms, and any other Bank forms or documents may only be modified, amended, supplemented, updated, or replaced by Bank or with Bank's written consent. No course of dealing between Bank and Customer will constitute a modification, amendment, supplement, update, or replacement regardless of the practices or procedures Bank or Customer may use.

**26) Notice**

All notices must be in writing. Notice to Customer may be mailed to Customer's last known address, sent electronically to any email address provided by Customer, or made available electronically through a Service. Notices to Bank must be mailed to Bank's treasury management operations department at: P.O. Box 32890, Louisville, Kentucky 40232-2890, Attention: Electronic Banking Services. Notice to Bank will only be effective once received and Bank has had a reasonable opportunity to act.

**27) Assignment**

Customer may not assign its interest, rights, or obligations in any Account or Service, or under these Electronic Banking Terms or any Service Terms, without prior written consent of Bank, and any purported assignment in violation shall be void. These Electronic Banking Terms and all Service Terms are binding upon and inure to the benefit of Customer and Bank and their respective successors and permitted assigns.

**28) Severability**

All provisions of the Terms, these Electronic Banking Terms, and Service Terms are severable from one another. The unenforceability or invalidity of any provision does not affect the enforcement or validity of any remaining provision.

**29) Headings**

Section headings used in these Electronic Banking Terms or any Service Terms are for convenience only and not part of the terms thereof.

**30) Waiver**

Any waiver of any provision of the Terms, these Electronic Banking Terms, or any Service Terms by Bank must be in writing to be effective. Bank's waiver of any right will only apply on that occasion and will not be deemed a waiver of other rights or of the same right at another time. No course of dealing by Bank, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder by Bank shall operate as a waiver thereof.

**31) Entire Agreement**

The Terms, these Electronic Banking Terms, the Service Terms, and any agreement, application, user guide, procedure, or other documentation incorporated by reference (i) constitute the entire agreement between Bank and Customer regarding the Accounts and Services, (ii) supersede any prior agreements regarding the Accounts and Services, and (iii) may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements.

**Part II. Service Terms**

The terms, conditions, and disclosures of each section of this Part II will only be applicable for those Services Customer applies for, uses, or continues to use. Each section of this Part II will be considered a separate Service and the corresponding terms, conditions, and disclosures will be considered Service Terms. All Service Terms are subject to the Electronic Banking Terms (Part I of this Agreement), which are hereby incorporated into the Service Terms by reference. Any capitalized terms used in the Service Terms, unless otherwise defined or provided for therein, shall have the meaning ascribed in the Electronic Banking Terms. Customer may not be eligible for all Services. Services may not be available to Customer at all times.

**A. Online Banking**

**1) Service.** This Service provides Customer with the ability to view and monitor Account balances and activity electronically through an online, browser-based portal. Additionally, this Service provides Customer with the ability to utilize other Services Customer has requested and Bank has approved Customer's use of, including to initiate Payment Orders via Bill Payment, Stop Payments and/or Internal Transfers. The foregoing is not an exhaustive list of the Service's capabilities, and Bank may expand, reduce, or modify the capabilities at any time.

**2) Administrators.** Bank may provide Customer with the ability to designate certain Authorized Persons to act as administrator and entitle Authorized Users. If such ability is made available to Customer, Customer understands that such

Authorized Persons will have authority to determine each Authorized User's ability to view, access, and control an Account and use any Service. Additionally, such Authorized Persons will be responsible for receiving and distributing any materials, disclosures, notices, documents, and correspondence made available by Bank through this Service. Materials, disclosures, notices, documents, and correspondence made available by Bank through this Service may apply to this Service and any other Service. Any materials, disclosures, notices, documents, or correspondence made available by Bank through this Service will be deemed to be received by and effective against Customer.

**3) Messages to Bank.** Customer may have the ability to send electronic messages to Bank through this Service. Customer understands that such messages may not be secure or encrypted. Customer shall not send or ask for confidential, personal, or sensitive information in any electronic message, including Account numbers, passwords, or User IDs. Further, Customer shall not use or attempt to use electronic messages to initiate any Payment Order, and Bank is not obligated to act upon any Payment Order submitted through electronic messages.

**4) Alerts.** If enabled by Customer, Bank may send communications to Customer regarding its Accounts via email and/or text message. Bank will send such communications to the email address and/or mobile phone number that has been provided to Bank and shall have no responsibility for validating the accuracy of such information and no liability for the interception, misdelivery, non-delivery, or delay of any communication. Customer understands that such communications may not be secure or encrypted.

**5) Stop Payments.** If Customer elects to use the stop payment feature of this Service, Customer must provide Bank with all information reasonably necessary for Bank to sufficiently identify the applicable Check and act on such stop payment order. A stop payment order is not effective until it is properly completed, received by Bank, and Bank has had a reasonable time to act. Properly submitted stop payment orders or stop payment orders requested via this Service are effective for six (6) months after the date received and will automatically expire after that period unless renewed in writing. Customer must submit stop payment orders within Bank's processing cut-off time for stop payment orders each Business Day. Any stop payment order submitted after Bank's processing cut-off time will be considered to have been submitted the following Business Day. Prior to requesting a stop payment, Customer must verify that the Item has not already been posted to an Account. If an Item has already been paid prior to Bank's receipt and entry of the stop payment request, then Bank shall not be liable for any loss incurred by Customer arising from the event.

**6) Book Transfers.** Customer may use the book transfer feature of the Service to initiate a Payment Order between Customer's Accounts. Customer must submit a book transfer within Bank's processing cut-off time for book transfers each Business Day. Any book transfer submitted after Bank's processing cut-off time will be considered to have been submitted the following Business Day.

**7) Internet; Components.** Customer understands that its use of this Service, and any other Service through this Service, operates using the Internet and other Components. In addition to any other assumptions of risk provided for under the Terms, Treasury Terms, and any other Service Terms, Customer acknowledges and assumes all risks of interception, security breach, corruption, transmission error, and access unavailability associated with the use of this Service, any other Service, the Internet, or any Component.

**8) Periodic Use.** Customer will access this Service at least every ninety (90) days. If Customer does not access this Service for ninety (90) days Bank reserves the right to remove Customer's ability to use this Service or terminate this Service without notice. This requirement does not affect and is in addition to and not in lieu of any other obligation Customer may have under the Terms, Treasury Terms, or any other Service Terms, including to review its Account Statements.

**B. Business Bill Payment**

In addition to the Online Banking features listed above, Stock Yards Bank & Trust customers with eligible deposit accounts may also use the optional Business Bill Payment service.

If you are a Stock Yards Bank & Trust customer with a deposit account, you may use the Bill Payment service to make one-time or recurring payments online from your linked business checking account(s), and money market deposit account(s) to companies or individuals (Payees) you select.

You will be required to complete an enrollment process and must await an approval to use this service; approval period can take at least 3 business days before it is an active service. Upon being approved you must agree to the Bill Pay Agreement/Terms & Conditions and will be bound by the Bill Pay Agreement/Terms & Conditions for this service.

**C. Mobile Deposit**

In addition to the Online Banking Features listed about, Stock Yards Bank & Trust customers with eligible deposit accounts may also use the optional Mobile Deposit service.

Mobile Deposit is designed to allow you to make deposits of checks to your account using your mobile device by taking a picture of your check and delivering the images via the Stock Yards Bank & Trust Mobile Banking Application.

You will be required to complete an enrollment process and must await an approval to use this service. Upon being approved you must agree to the Mobile Deposit Terms and Conditions and will be bound by the Mobile Deposit Terms and Conditions for this service.