CardSpot Terms of Use

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND STOCK YARDS BANK & TRUST COMPANY (referred to herein as "Stock Yards Bank", "SYB", "us", "we", or "our"), stating the terms and conditions that govern your use of the CardSpot services (the "Services"). This agreement, together with all updates, additional terms, software licenses, the Privacy Policy and all of our related rules and policies, collectively constitute the "Agreement" between you and Stock Yards Bank. By using the Services, you are indicating that you agree to the Agreement. If you do not agree to these terms, do not use the Services. You must accept and abide by these terms as presented to you -- changes, additions, or deletions are not acceptable, and we may refuse access to the Services for noncompliance with any part of this Agreement.

Certain functionality within the Services may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Services are used or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of actual location of the merchant differs from the merchant's registered address.

We may amend this Agreement at any time by posting a revised version here or on www.syb.com. You may be required to affirmatively accept the revised Agreement in order to continue using the Services. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Services after a notice of change or after the posting of a revised version of this Agreement will constitute your agreement to such changes and revised version. Further, we may, from time to time, revise, update, upgrade or enhance the Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications and material, and limit access to only the Services' more recent revisions, updates, upgrades or enhancements.

By using the Services, you acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Services. SYB may use this information to improve its products or to provide services or technologies to you. You also understand that full use of these Services requires you to have an account with Stock Yards Bank and that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our privacy policy.

The Services may enable access to our and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

To the extent these Services allow you to access third party services, we, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, STOCK YARDS BANK DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE

ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND SYB'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES, OR THE WEBSITES THROUGH WHICH THE SERVICES ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE SERVICES OR THE WEBSITE THROUGH WHICH THE SERVICES ARE OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. STOCK YARDS BANK'S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You agree that you will not use the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may: terminate, suspend or limit your access to or use of the Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide the Services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, and access to or use of the Services for any reason or no reason and at

any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

In the event of a dispute regarding the Services, you agree that it will be resolved by looking to this Agreement. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or another established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties, and it may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of laws provisions of Kentucky or any other state. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated in compliance with this Agreement) must be resolved by a court located in Jefferson County, Kentucky. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.

You shall indemnify and hold harmless SYB and its affiliates and their licensors, contractors, and business partners and their affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement or your use of the Services.

You hereby release SYB and its affiliates and their licensors, contractors, and business partners, and their affiliates, and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the Services. In addition, you waive California Civil Code 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A

waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You agree that this Agreement is the complete and exclusive statement of the agreement between you and us with respect to the subject matter covered herein, sets forth the entire understanding between us and you with respect to the Services, and the website through which the Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

Notices to You.

You agree that SYB may provide notices to you by posting it on a website associated with us or the Services, by sending you an in-product message within the Services, emailing it to an email address that you have provided previously, mailing it to any postal address that you have provided, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Services setup or customer profile. For example, users of the Services may receive certain notices as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us in writing. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications. By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and text messages from SYB or our third-party business partners at that number, and emails for everyday business purposes (including identity verification). You further consent to receiving text messages at that number, and emails for marketing purposes. Please review our Privacy Policy for more information.