TABLE OF CONTENTS

1. Introduction....1
2. Definitions of Terms Used in This Agreement....2
3. Online Banking Security....3
4. Disclosure of Account Information to Third Parties....4
5. Online Banking Fees....4
6. Balance Inquiries....4
7. Internal Transfers....5
8. Our Liability for Failure to Complete Internal Transfers to or from Consumer Accounts....5
9. E-mail and Messages....6
10. Alerts....6
11. Stop Payments....7
12. Mobile Banking....7
13. External Transfers....8
14. Termination, Suspension or Limitation of Online Banking....9
15. No Warranties, Limitation of Liability....9
16. Choice of Law, Waiver, Severability....10
17. Special Disclosures for Consumer Accounts....10
18. Special Provisions for Business Accounts....12

Welcome to Stock Yards Bank & Trust Company's Online Banking Service, which, except for short maintenance periods, permits users to access their Internet-enabled Accounts 24 hours a day, 7 days a week to obtain Account information and perform Account transactions. When You register for Online Banking, You may choose from the following currently available services, some of which may require special equipment or are subject to certain limitations:

- ONLINE BALANCE, RATE AND SIMILAR INQUIRIES
- ONLINE ACCOUNT STATEMENTS
- ONLINE CHECK IMAGES
- TRANSACTION DOWNLOADS INTO YOUR PERSONAL FINANCIAL MANAGEMENT TOOL
- CHECK STOP PAYMENTS
- INTERNAL TRANSFERS TO AND FROM STOCK YARDS BANK DEPOSIT ACCOUNTS
- DEPOSITS TO ACCOUNTS
- LOAN PAYMENTS ON STOCK YARDS BANK LOANS
- ONLINE MESSAGES AND ALERTS
- MOBILE BANKING
- TRANSFERS TO OR FROM EXTERNAL ACCOUNTS
- ONLINE BILL PAYMENT

This Stock Yards Bank & Trust Company Online Banking Agreement ("Agreement") contains the terms and conditions that apply to Your use of the Bank's Online Banking services.

Some of these services, for example, Online Bill Payment, require You to agree to additional terms and conditions. Any accounts that are approved by Us for Online Banking remain subject to the terms and conditions applicable to those accounts. You should print a copy of this document and keep it for Your records. Unless otherwise required by law, we will notify You of changes to these terms and conditions by posting notice on the Online Banking website.

2. DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- **ACCESS CODE** means a randomly generated number We use to identify an authorized user of some of Our Online Banking services.
- **ACCOUNT** means a deposit, loan or other account eligible for access through Our Online Banking service.
- **BUSINESS ACCOUNT** means an account that is not established primarily for personal, family or household purposes.
- **BUSINESS DAY** means any calendar day other than Saturday, Sunday or holiday observed by the Bank.
- **BUSINESS DAY CUT-OFF** means the latest Eastern Standard or Eastern Daylight Saving's time a transaction may be completed for same-day posting. Internal Transfers completed by 7:00 p.m. will be processed on the same Business Day. Internal Transfers completed after 7:00 p.m. will be processed on the following Business Day. Cut-off times for External Transfers and ACH transactions are 6:00 p.m. External Transfers and ACH Transactions completed after 6:00 p.m. will be processed on the next Business Day.
- **COMPANY REPRESENTATIVE** means an individual authorized by a business to act on behalf of the business in connection with an Online Banking service or anyone the Bank reasonably believes, in accordance with Bank's security procedures, is so authorized.
- **CONSUMER ACCOUNT** means an account established primarily for personal, family or household purposes.
- **INTERNET-ENABLE** means to permit Your qualifying Account(s) to be used to obtain information and perform transactions Online over the Internet by use of a personal computer, tablet, mobile phone, or other means we authorize.
- **ONLINE** means through the Internet by use of a personal computer or other screen-based electronic device.
- **ONLINE BANKING** means the services provided under this Agreement to Your Internet-enabled Accounts, for example, obtaining Account information and transferring funds. This Agreement does not include Bill Payment services, which are covered by a separate agreement
- **WE, US, OUR, STOCK YARDS BANK, OR BANK** means Stock Yards Bank & Trust Company and any agent, independent contractor, designee or assignee the Bank may use in the provision of Online Banking
- **YOU OR YOUR** means an individual or business We permit to use Online Banking Services subject to the terms and conditions of this Agreement.

One of the most important security features protecting Your Online Banking Account(s) is the unique combination of Your User ID and Password. Passwords are the first line of defense against hackers and cyber criminals. Protect Your Account(s) by creating a unique password-one that You don't use for any other website-that is complex and difficult to guess. Complex passwords are long and contain numbers, symbols, and a mixture of capital and lower case letters. Avoid using names of family members or other publicly available information. Memorize Your password or keep it in a safe place. Never tell Your password to anyone. We recommend that You change Your password every 30 to 60 days. Change Your password immediately if You suspect that someone has learned Your password. To change Your password, go to Preferences, click on Security, go to the Password Tab and follow the instructions for changing Your password.

If You suspect that Your User ID and Password have been lost, stolen, obtained by an unauthorized person or used without Your permission, call Us as soon as possible at (800) 625-9066 or (502) 582-2571. You could lose all the money in Your Account(s) plus the maximum overdraft line of credit or the balance in any other account connected to Your Account for overdraft protection. If Your Account is a Consumer Account, You have additional rights under the Electronic Funds Transfer Act. You received a statement of these rights when You opened Your Account. You will find another statement of these rights in Section 17, "Special Disclosures for Consumer Accounts."

Our employees will never contact You by phone or email You to request Your User ID or Password, but if You need assistance with an Online Banking transaction or You have a question about Your Account, please call Us at 800-625-9066 or 502-582-2571 to speak with a Customer Service Representative. Call us immediately at 800-625-9066 or 502-582-2571 if someone calls or emails You to request access information for Your Account.

We will not be liable for any losses You may sustain if You allow someone else to use Your User ID and Password to access Online Banking. Once You give this information to someone else, that person will have full access to Your Accounts, even if You only intended to give that person limited authority to perform transactions or obtain information about Your Accounts. You understand and agree that access to the information and all transactions initiated by the use of User ID and Password will be considered authorized unless We have been notified to cancel Your Online Banking service. If Your User ID and Password are for a Business Account, we will not be liable for Your negligence in protecting that information.

In addition to protecting Your User ID(s) and Password(s), You should protect all Your personal information, for example, Your social security number, driver's license number, or Tax Identification Number. When combined with an Account number, this information may be used to gain access to Your Accounts. You should also protect and secure all information stored in Your computer or any other device You use to access Online Banking.

We recommend that You maintain and regularly install updates to operating systems and software systems as well as to anti-virus and malware protection on any device You use for Online Banking. You should regularly scan Your computer and mobile devices for viruses and malware, and You should have firewall and intrusion detection/prevention software or services on devices You use to connect to Online Banking. See, Section 18, "Special Provisions for Business Accounts", for security measures appropriate in a business environment.

When You access Online Banking, We will pass a "cookie" to Your browser to identify You during the Online Banking session. We do not (and cannot) use cookies to obtain new information about You. A cookie is security data that is passed to a browser by a web server and is then returned by the browser in subsequent transactions to identify the user and encryption information. When You log onto Online Banking, the cookie enables Us to process multiple transactions during the session without requiring You to enter Your User ID and Password for each transaction. Please watch our Online Banking website for news of additional security measures.

4. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

In order to provide many of Our Online Banking services, We must disclose information about Your Accounts and Account transactions to third parties who provide services to Us or to You. We may also disclose Your Account information to third parties in order to complete Your transactions, in connection with Our investigation of any claim You may make, to comply with government agency or court orders, when we have Your written permission, and in other circumstances that are disclosed in Our Privacy Policy. You will find a copy of Our current Privacy Policy on Our website, www.syb.com. Just click on Privacy Policy.

5. ONLINE BANKING FEES

Individuals and certain small businesses pay no fees for using most of Our Online Banking services, but all other Account service fees and charges, for example, insufficient or over limit fees, apply. You should check our current list of service fees and charges as well as Your basic Account Agreement for applicable Account fees and charges.

6. BALANCE INQUIRIES

You may use Online Banking to check Your Account balance. Your Online Account balance may be different from the balance in Your records for several reasons. For example, processing of a deposit or funds transfer to or from Your Account may not have been completed, or a check You have written may not have cleared. Deposits made on mobile devices usually take longer to process than deposits made at a branch location. Account balances are updated periodically, and the balance You see in Online Banking is the most current "as of" the date on the Account overview page. If You have a question about Your Account balance, please speak with a Customer Service Representative at (800) 625-9066 or (502) 582-2571.

7. INTERNAL TRANSFERS

You may request us to transfer funds to or from any eligible Bank Account that has been approved for Online Banking. Transfers processed before 7:00 p.m. will be credited the same day. If You request and approve a transfer on a day that is not a Bank Business Day, We will treat Your transfer request as having been made on the next Business Day. Accounts approved for Internal Transfers are subject to transfer limitations applicable to that Account. In addition, We may impose holds or other restrictions on transfers from Your Account if We suspect suspicious Account activity or to protect the security or integrity of the Online Banking service. We may terminate Your use of Our Internal Transfer service, reject or reverse any transactions You initiate, and/or restrict Your right to transfer or receive funds at any time for any reason, including, but not limited to, excessive use, using the transfer service (directly or indirect-ly) for an unlawful purpose, and tampering, hacking, modifying, or otherwise attempting to corrupt the security or functionality of the Internal Transfer service. See the last paragraph on page 8 ("External Transfers") for information on how to access records of transfers you have made through this service.

8. OUR LIABILITY FOR FAILURE TO COMPLETE INTERNAL TRANSFERS TO OR FROM CONSUMER ACCOUNTS

If We do not complete a transfer to or from Your Account on time or in the correct amount according to our Agreement with You, we will be liable for Your losses or damages. There are some exceptions to this liability. We will not be liable if:

- THROUGH NO FAULT OF OURS, YOU DO NOT HAVE ENOUGH MONEY IN THE ACCOUNT FROM WHICH A TRANSFER IS TO BE MADE, OR IF THE ACCOUNT HAS BEEN CLOSED OR IS NOT IN GOOD STANDING, OR IF WE REVERSE A TRANSFER BECAUSE OF INSUFFICIENT FUNDS
- IF A TRANSFER WOULD EXCEED THE CREDIT LIMIT OF AN ACCOUNT
- IF YOUR EQUIPMENT OR OURS WAS NOT WORKING PROPERLY, AND THE BREAKDOWN SHOULD HAVE BEEN APPARENT TO YOU WHEN YOU ATTEMPTED TO MAKE THE TRANSACTION
- IF YOU HAVE NOT GIVEN US COMPLETE, CORRECT OR CURRENT ACCOUNT NUMBERS OR OTHER IDENTIFYING INFORMATION SO THAT WE CAN PROPERLY CREDIT YOUR ACCOUNT OR OTHERWISE COMPLETE THE TRANSACTION
- IF YOU DO NOT PROPERLY FOLLOW OUR INSTRUCTIONS OR IF YOU PROVIDE US WITH INACCURATE INFORMATION, AND YOU FAIL TO CORRECT OR TELL US ABOUT ANY INACCURACY OF WHICH YOU BECOME AWARE
- IF YOU DO NOT INSTRUCT US SOON ENOUGH FOR YOUR TRANSFER TO BE RECEIVED AND CREDITED
- IF THE MONEY IN THE ACCOUNT FROM WHICH THE TRANSFER IS TO BE MADE IS SUBJECT TO LEGAL PROCESS OR OTHER CLAIM RESTRICTING THE TRANSACTION
- IF YOU OR ANY AUTHORIZED USER OR AGENT COMMITS ANY FRAUD OR VIOLATES ANY LAW OR REGULATION
- IF CIRCUMSTANCES OR PERSONS BEYOND OUR CONTROL PREVENT, DELAY, INTERCEPT, OR ALTER THE TRANSACTION, DESPITE REASONABLE PRECAUTIONS WE HAVE TAKEN
- IF THERE ARE OTHER CIRCUMSTANCES STATED IN OTHER AGREEMENTS WE HAVE WITH YOU OR AS MAY BE REQUIRED BY LAW

9. E-MAIL AND MESSAGES

E-mail messages outside Online Banking are not secure. Do not send Us or ask for sensitive information, such as, Account numbers, Passwords, or Account information, via email. If You wish to contact Us electronically, please use the Message feature in the Services menu. Generally, we will review a Message within one Business Day, but if the matter is urgent, please call Us at 800-625-9066 or 502-582-2571 or stop by any Branch. You should not use the Message feature to report an unauthorized transaction or to stop a scheduled transfer or to order a stop pay on a check.

10. ALERTS

Our Alerts service gives You the option to request and receive unencrypted email or text messages about Your eligible Accounts by means of a personal computer, text enabled telephone, or other wireless communications device. Although We do not charge for Alerts, Your communications service provider may impose its own fees. When You give us an email address or telephone number to which Alerts may be sent, You authorize Us to send Alerts to that email address or telephone number even though someone who is not an Account owner may access the email or text message. You authorize Us to telephone You as early or as late as the time You select when setting up the Alert at the telephone number You give us even though the number may be on a state or federal Do Not Call list.

We will send You an Alert after a selected triggering event has occurred. For example, if You opt to receive "Security Alerts", we will notify You of important Account activity, such as, a change in Password. A Security Alert may help You detect unauthorized activity.

We offer the Alerts service as a convenience to Our customers, and You acknowledge that the Bank will not be liable for losses or damages You may incur because of non-delivery, delayed delivery, or misdirected delivery of an Alert; because of inaccurate or incomplete content in an Alert; or because of Your reliance on or use of the information in an Alert for any purpose. Your receipt of Alerts may be delayed or prevented by problems experienced by Your communications provider or other circumstances beyond Our control. Alerts do not constitute an official Bank record of Your Account. We may add new Alerts or eliminate existing Alerts at any time. We will post notice of any changes through the Message feature of Online Banking.

11. STOP PAYMENTS

If You select the Stop Payment option, You may use Online Banking to place a stop payment on a check You have written. Online Stop Payment orders are subject to the Stop Payment fees applicable to Your Account.

12. MOBILE BANKING

Our Mobile Banking service permits You to obtain Account information and perform some Account transactions by means of an eligible mobile device. Please note that processing of transactions, for example, deposits, initiated by means of a mobile device may take longer than if You had performed the transaction at a Bank branch. The selection of an eligible mobile device is Your responsibility, and We do not endorse, recommend, warranty, or make any representation about any product on the list of eligible mobile devices. All issues relating to the performance, operation and fees associated with an eligible mobile device must be resolved between You and Your wireless communications provider. You should ask Your wireless communications provider about any fees it will charge for making Your mobile device data capable or for text messaging before You register for Mobile Banking. Please refer to the Mobile Banking Frequently Asked Questions and Help resource sections of Online Banking for more information. You may also telephone Us at 800-625-9066 or 502-582-2571.

You may select one or more of the following Mobile Banking services:

- DOWNLOADABLE APPLICATION, PROVIDED BY A THIRD PARTY SERVICE PROVIDER, SUCH AS APPLE OR GOOGLE, ALLOWS YOU TO VIEW ACCOUNT BALANCES, MAKE FUNDS TRANSFERS TO ELIGIBLE ACCOUNTS, AND PAY BILLS TO PRE-ESTABLISHED BILLERS IF YOU HAVE SIGNED UP FOR OUR BILL PAYMENT SERVICE.
- TEXT MESSAGE ALERTS PERMITS DELIVERY OF TEXT MESSAGE VERSIONS OF REQUESTED BANK ALERTS TO YOUR CELL PHONE OR MOBILE DEVICE.
- TEXT MESSAGE BANKING ALLOWS YOU TO SEND CERTAIN TEXT MESSAGE COMMANDS TO BANKME (226563) TO OBTAIN ACCOUNT BALANCES, VIEW ACCOUNT HISTORY AND TRANSFER FUNDS BETWEEN YOUR ELIGIBLE ACCOUNTS.
- WAP BROWSER ACCESS ALLOWS YOU TO OBTAIN ACCOUNT BALANCES, VIEW ACCOUNT HISTORY AND TRANSFER FUNDS AMONG YOUR ELIGIBLE ACCOUNTS.

To use Our Mobile Banking service, You must be enrolled in Online Banking and registered for WAP or Text Mobile Banking. During the registration process, You agree to provide true, accurate, current and complete information. You agree to comply with all state and federal laws, rules and regulations when using the Mobile Banking service.

You agree that Your use of Our Mobile Banking service and all related software provided by the Bank will be limited solely to access and use of the service, and You will not decompile, reverse engineer or otherwise alter the software in any way. You acknowledge that the Bank uses an unaffiliated third party to provide certain licensed software to support the Bank's Mobile Banking service. You acknowledge that We are providing Our Mobile Banking service "AS IS" and "AS AVAILABLE" and without warranty or guaranty and that from time to time, the service may be interrupted, delayed or disrupted due to circumstances beyond Our control.

If Your registered mobile or cellular device is lost or stolen, You agree to update Your registration information and make the appropriate changes to disable the device. You understand that there are risks using a mobile or cellular device for Online Banking, and that in the event of theft or loss, Your confidential information could be compromised.

13. EXTERNAL TRANSFERS

If Your account qualifies to be enrolled in Our External Transfer service, You may use Our External Transfer service to transfer funds between Your Internet-enabled Accounts and accounts held by You at other financial institutions, provided these other financial institutions permit external transfers. These other financial institutions may limit, charge for, restrict or prohibit transfers. You should always check the requirements of the other financial institution before You try to make an External Transfer.

For Your security, We will verify that You have access to external accounts prior to processing any instructions You provide to initiate External Transfers to or from those accounts. Whenever We process instructions from You to perform an External Transfer, We may put a temporary hold on your Account for up to 3 business days in the amount of the transfer. We reserve the right to hold such funds for a longer period in order to protect Your Account and the security of the Online Banking system.

You may schedule External Transfers one at a time or You may arrange to have External Transfers made at a future date or on a recurring basis. We may limit the dollar amount of External Transfers or refuse to make an External Transfer because, for example, You do not have sufficient funds in Your Account or We believe that the External Transfer may violate applicable law.

In processing Your External Transfer request, We and the financial institution receiving Your instructions will rely on the information You provide to Us, and You authorize Us to act on any instruction We believe has been sent by You. If Your External Transfer instructions identify a financial institution or beneficiary by name and account number, the receiving financial institution may look only at the account number, even if the account number does not correspond to the name You provide.

You agree that We will not be responsible for any action or inaction, delays, errors or other problems caused by the receiving financial institution nor for any fees or charges imposed by that institution. Any rights You may have against the receiving financial institution for errors, delays or other problems are subject to the agreements You have with those institutions, including any time limits during which complaints must be made.

You authorize Us to choose a suitable method to complete Your External Transfer request from available options such as, banking channels, electronic networks, and funds transfer systems, for example, the Automated Clearing House, and You agree to be bound by the rules of those systems.

You have a right to documentation of electronic fund transfers that You initiate through Our Online Banking service. You may review confirmations of such transfers in the "Activity Center". To access the "Activity Center", login to Our Online Banking service, then choose "Transactions" from the left-hand navigation bar, then "Activity Center". Records in the "Activity Center" are immediately available whenever You complete a transfer request (for both External Transfers and Internal Transfers). Transfers will also appear on the periodic statement for Your Account. If You have elected to receive Your periodic statement electronically, You may access it within Online Banking by selecting "Transactions" from the left-hand navigation bar, then "Statements". If You have not elected to receive electronic statements, then Your periodic statement will be provided to You in the mail.

14. TERMINATION, SUSPENSION OR LIMITATION OF ONLINE BANKING

We may terminate or suspend this Agreement, terminate, suspend or limit Your Online Banking access, in whole or in part, at any time for any reason without prior notice, including but not limited to Your failure to access the Online Banking Service for a period of six (6) months or greater. Once We have terminated this Agreement, We will make no further or pending transfers, including any scheduled or preauthorized recurring transfers, and We will no longer provide electronic Account statements. If Your Account is closed or restricted for any reason, Your access to Online Banking will automatically terminate . You may terminate Your use of a particular Online Banking service or this Agreement in its entirety by calling Us at (800) 625-9066 or (502) 582-2571.

15. NO WARRANTIES, LIMITATION OF LIABILITY

EXCEPT AS MAY BE PROVIDED ELSEWHERE IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF BANK'S ONLINE BANKING SERVICES IS AT YOUR SOLE RISK AND THAT THE ONLINE BANKING SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM OUR ONLINE BANKING SITE(S) ARE PROVIDED ON AN "AS IS" "WHERE IS" AND "WHERE AVAILABLE BASIS" AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT NEITHER BANK NOR ANY OF ITS THIRD PARTY SERVICE PROVIDERS WARRANT THAT THE ONLINE BANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, BANK AND ANY THIRD PARTY SERVICE PROVIDERS SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, BY FACT, BY STATUTE OR OTHERWISE, WHETHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE BANKING SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE ONLINE BANKING SITE(S). NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER BANK NOR ANY OF ITS THIRD PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF DATA, BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE IN CONNECTION WITH THIS AGREEMENT OR THE ONLINE SERVICES OR PRODUCTS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS AGAINST US OR ANY SERVICE PROVIDER BY A THIRD PARTY. WE WILL NOT BE LIABLE FOR ANY DAMAGES, REGARDLESS OF THEIR NATURE, FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT ARISING FROM OR RELATED TO THE ONLINE BANKING SYSTEM, EQUIPMENT, BROWSER AND/OR THEIR INSTALLATION OR MAINTENANCE, ACCESS TO OR USE OF THE ONLINE BANKING SERVICE, YOUR GRANTING TO US OR TO ANY THIRD PARTY SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR ACCOUNT OR TO YOUR COMPUTER SYSTEM(S) FOR TECHNOLOGY SUPPORT, FOR TRANSACTION ASSISTANCE, OR THIRD PARTY SERVICE, FOR EXAMPLE, ACCOUNT AGGREGATION, OR FOR FAILURE OF ELECTRIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE ONLINE BANKING SYSTEM, OR COMMUNICATIONS LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE ONLINE BANKING SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU MAY EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

16. CHOICE OF LAW, WAIVER, SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any applicable federal laws.

We will not be deemed to have waived any of Our rights under this Agreement unless such waiver is in writing and signed by Us. No delay or omission by Us 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 one occasion shall not be construed as a waiver of Our rights or remedies on any future occasions.

If any provision of this Agreement conflicts with law, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remaining provisions of the Agreement and the application of the challenged provisions to persons or circumstances other than those to which it is invalid or unenforceable will not be affected, and each of those provisions will be valid and enforceable to the fullest extent permitted by law.

17. SPECIAL DISCLOSURES FOR CONSUMER ACCOUNTS

UNAUTHORIZED TRANSFERS

(a) Consumer Liability. Tell Us at once if You believe Your User ID or Password has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your Account (plus Your maximum overdraft line of credit). If You tell us within 2 business days after You learn of the loss or theft of Your User ID or Password, You can lose no more than $50 if someone used Your User ID or Password without Your permission. Also, if You do NOT tell Us within 2 business days after You learn of the loss or theft of Your User ID or Password and We can prove We could have stopped someone from using Your User ID or Password without Your permission if You had told Us, You could lose as much as $500. Also, if Your Account statement shows transfers that You did not make, tell Us at once. If You do not tell Us within 60 days after the statement was provided to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time.

If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time period.

In case of errors or questions about Your electronic transfers, call or write Us at the telephone number or address listed below, as soon as possible, if You think Your statement is wrong or if You need more information about a transfer listed on the statement. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

1. Tell Us Your name and account number (if any).

2. Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.

3. Tell us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (or 20 business days if the transfer involved a new Account) after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new Account) to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days (20 business days if the transfer involved a new Account) for the amount You think is in error, so that You will have the use of the money during the time it takes us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. An Account is considered a new account for 30 days after the first deposit is made, if You are a new customer.

We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation.

You may ask for copies of the documents that We used in Our investigation.

Call Us at (800) 625-9066 or (502) 582-2571 or write to P.O. Box 32890, Louisville, Kentucky 40232-2890.

COMPANY REPRESENTATIVE

You will have a unique User ID and Password for each person You authorize to act as Your Company Representative. You represent to Us that each Company Representative and anyone else using any of Your User IDs and Passwords has general authority from Your company to give Us instructions to perform transactions using Our Online Banking service. Anyone using Your User IDs and Passwords will be able to:

- MAKE TRANSFERS FROM ELIGIBLE ACCOUNT WITHIN AUTHORIZED DOLLAR LIMITS
- MAKE TRANSFERS FROM ELIGIBLE ACCOUNTS WHETHER OR NOT HE/SHE IS AN AUTHORIZED SIGNOR OR OBLIGOR ON ANY ACCOUNTS THAT ARE ACCESSED
- OBTAIN INFORMATION ABOUT ACCOUNTS
- ALLOW ANYONE ELSE TO USE HIS/HER USER ID AND PASSWORD TO OBTAIN INFORMATION OR MAKE TRANSFERS
- OBTAIN OTHER SERVICES OR PERFORM OTHER TRANSACTIONS

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

We will issue an Access Code for each Online Banking session. You agree to be bound by all transactions where a valid User ID, Password, and Access Code are used and that We may rely on instructions We receive where a valid User ID, Password, and Access Code are used. You further agree that We will not be liable for any fraud, theft or unauthorized transfer(s) that occur due to a breach of Your computer system as long as We comply with the terms of this Agreement, even though the funds are transferred to someone who is not entitled to them. You agree to indemnify and hold Us harmless from any loss, theft, claim, cost or cause of action arising from any activity, including unauthorized electronic transfers, which occur or are enabled by a breach or intrusion into Your security system or by misuse of Your security system by anyone, including Your employee(s) or Company Representative. If a wrongdoer obtains any of Your User IDs and Passwords or other security information and makes an unauthorized transfer, You will be liable and the Bank will not. Unless there is substantial evidence to the contrary, Our records will be conclusive regarding any access to or action taken through Our Online Banking service.

PROTECTING YOUR COMPUTER SYSTEM

Electronic transfers may be subject to computer fraud and hacking, including unauthorized intrusion into Your computer system and theft of User IDs, Passwords, and other information that would allow a wrongdoer to direct Us to transfer funds from Your Account. You should take appropriate steps to protect the security of Your computer system. We recommend the following:

- PERIODICALLY PERFORM OR HAVE A THIRD PARTY PERFORM AN ONLINE SECURITY RISK ASSESSMENT THAT LOOKS AT BUSINESS PRACTICES AND PROCESSES, IT INFRASTRUCTURE, AND THE BALANCE BETWEEN CONVENIENCE AND SECURITY.
- USE LAYERED SYSTEM SECURITY TO CREATE LAYERS OF FIREWALLS, ANTI-MALWARE SOFTWARE AND ENCRYPTION ON EACH WORKSTATION AND LAPTOP.
- USE A SINGLE DEDICATED COMPUTER FOR ONLINE BANKING AND CASH MANAGEMENT. THIS COMPUTER SHOULD BE USED ONLY FOR ONLINE BANKING.
- EDUCATE YOUR EMPLOYEES ABOUT THE RISK OF CYBERCRIME FROM EVEN ONE INFECTED COMPUTER. TEACH THEM TO BE CAUTIOUS ABOUT OPENING ATTACHMENTS, CLICKING ON EMAIL LINKS, OR PROVIDING INFORMATION TO A THIRD PARTY.
- BLOCK ACCESS TO UNNECESSARY OR HIGH-RISK WEBSITES, FOR EXAMPLE, ONLINE GAMING, SOCIAL NETWORKING, AND PERSONAL EMAIL, WHICH OFTEN CONTAIN MALWARE OR VIRUSES.
- ESTABLISH SEPARATE USER ACCOUNTS FOR EACH EMPLOYEE ACCESSING ONLINE BANKING AND LIMIT ADMINISTRATIVE RIGHTS.
- USE DUAL CONTROL FOR INITIATING AND APPROVING HIGH RISK TRANSACTIONS, SUCH AS ACH ORIGINATION AND WIRE TRANSFERS.
- REVIEW OR RECONCILE YOUR ACCOUNTS ONLINE DAILY.

Continued, pg 13

OUR SECURITY PROCEDURES
You acknowledge that You have received a written copy of Our current Online Security Procedures, and You acknowledge that these procedures are commercially reasonable in the context of Your business operations. You further acknowledge that We may update these security procedures from time to time and make them available to You. You agree to keep any security information We provide to You, including but not limited to, User IDs, Passwords and security procedures, confidential.

PRINTABLE VERSION:
In order to access, view and obtain a printable version of this agreement go to our website at:

https://syb.com/personal/banking/online-banking

You will need to have Adobe Reader 10 or higher in order to print this agreement. If you are unable to load Adobe Reader 10 or higher on your personal computer, please do not continue with enrollment. For more details on minimum user hardware, connection and supported browsers go to our website for the latest requirements.