

Mobile Banking Agreement and Disclosure

Online Banking Addendum

Revision Date: 06/08/2016

Page: 1

Introduction

St. Johns Bank and Trust Company (the "Bank") endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Checking, Savings, Loans, CDs, Safe Deposit Box information and other Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cell phone, smartphone, personal digital assistant or tablet computer (each a "wireless device" that allows secure SSL traffic) and includes, by way of example and not limitation, SMS text banking, mobile web browser banking, and banking initiated by means of a downloadable application. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," means each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Our" means the Bank.

"Deposit Account Agreement" means that by providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the current and subsequent terms and conditions on your account.

"Disclosures" means information that we are required by law to provide or make available to you in writing - for example, Electronic Funds Transfers Disclosure, Funds Availability Disclosure, Truth in Savings Disclosures, privacy notice, adverse action notice, etc.

Mobile Banking Service

- **Description of Service.** Mobile Banking is offered as a convenience and supplemental service to our NetConnect Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, make payments to existing payees, transfer funds and conduct other banking transactions.
- **Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept

responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

- **Enrollment.** To utilize the Mobile Banking service, you must be enrolled in the Bank's NetConnect Online Banking and logon to activate your Device within the Online Banking system. Once your account is activated, you may log on to your account from your Mobile device by selecting the following address from your browser <https://www.airteller.com/stjohnsbank> or go to the iTunes App Store or Google Play App Store to download our app. (We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time).

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. The Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

- **Changes to your mobile number or device.** If you purchase a new phone, but are using the same phone number and wireless mobile service provider, no changes on your part are necessary. However, if you switch wireless mobile providers and/or phone numbers, you must log in to your Net Connect Online Banking account at www.stjohnsbank.com on your PC and update your information on the Mobile Settings page. You will not receive SMS Text messages regarding Mobile Banking transactions if your phone number is not correct.
- **Deactivating Service.** If you no longer wish to have access to the Mobile Banking service you may deactivate the Service by logging on to the NetConnect Online Banking Website, select the Mobile Settings tab and deselect Mobile Access.

Other Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Deposit Account Agreements and Disclosures provided at the time of Account opening, or as the same may be subsequently amended or modified. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible Accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking. Transfer transaction

Mobile Banking Agreement and Disclosure

Online Banking Addendum

Revision Date: 06/08/2016
Page: 2

requests received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or Holidays, will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available Overdraft Privilege (normal Overdraft Privilege fees would still apply).

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. Use caution using public wide area networks. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or

disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
- **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

SMS Text Banking

Thank you for using the Bank's Mobile Banking Services combined with your wireless device's text messaging capabilities. For help, text "HELP" to 89549. To cancel your text banking service, text "STOP" to 89549 at any time.

- **Fees and Charges.** The Mobile Banking Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from the Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service (SMS).
- **Responsibilities.** The Mobile Banking Services are provided by the Bank and not by any other third party. You and the Bank are solely responsible for the content transmitted through the text messages sent to and from the Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message).

Contact

If you have any questions regarding the above disclaimers, to dispute any transaction or need additional information regarding this service, please contact our Call Center at 314.428.1059 or 636.939.3495 x 3025.