

JEFFERSON BANK AND TRUST COMPANY  
MOBILE BANKING SERVICES AGREEMENT

The (“Customer”, individually and jointly if there is more than one) with respect to services to be provide by JEFFERSON BANK AND TRUST COMPANY (“Bank”). For purposes of this Agreement the term “Service” means any function or action that may be taken by the Customer relating to the transfer of funds into or out of an Account, or disclosure of information with respect to an Account, or otherwise involving management or maintenance of an Account or transactions relating to an Account, by means of a Device. The term “Device” means any mobile or wireless or other communications device. The term “Account” means any deposit or loan account maintained by the Customer at the Bank.

1. Types of Services; Fees. Bank may make Services available to Customer having such functions and features as the Bank may determine. The Bank may add or delete Services at any time. Customer will pay all fees for any Service. The Bank may deduct fees for any Service from any Account of the Customer at the Bank.
2. Communications Devices. Customer is responsible for selecting the Device and the service provider for the Device and for paying any fees or other charges that the service provider may charge.
3. Interruption of Services. Bank will have no liability to Customer if Customer is not able to provide the Service or complete any transaction if: (1) Customer does not have enough money in Customer’s Account; (2) Bank’s communications systems or computer system are not working properly or is undergoing repair or maintenance; (3) the failure is the result of any act or omission of any Device provider or any software or service provided by any third party or any other party to the transaction; or (4) circumstances beyond Bank’s control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. Bank may contract with third parties to provide certain services to Customer and Bank will have no liability of any kind to Customer with respect to any acts or omissions of such parties. The Bank has no liability of any kind or nature arising from any defect in any Device or resulting from any virus, cookies, spyware or similar problems which may affect or result from Customer’s use of the Device or the Services. Customer agrees to all terms of use and license agreements applicable to any equipment, devices, applications or services used by Customer in using Communications Services.
6. Notices: Unless otherwise specified in any Supplemental Agreement, all notices that the Customer is required or permitted to give to the Bank regarding the Services shall be sent to: 2301 Market Street, St. Louis, MO 63103, ATTN: Latonya Houston or by e-mail to mobile.banking@jbt-stl.com. All notices and disclosures to the Customer may be sent to the last known mail or e-mail address of the Customer on the records of the Bank or by electronic notice to the extent permitted by applicable laws or regulations. It is the responsibility of the Customer to give the Bank written notice of the change of any of Customer’s addresses. If there is more than one Customer, then the Bank will be required to give notice to only One Customer.
7. Applicable Laws and Regulations: This Agreement shall be subject to any existing or future laws and government regulation, and the rules and fee schedules of the Bank. If there is any conflict between this Agreement and applicable law or regulation, this Agreement will be considered changed to the extent necessary to comply with the law unless the law or regulation permits waiver or modification of the terms of the law or regulation by an agreement of the Customer in which event the Customer is deemed to have consented to such waiver or

modification. If there is any inconsistency between other rules of the Bank relating to the Accounts and this Agreement, this Agreement will prevail.

9. Laws, Disputes: This Agreement and any Supplemental Agreements are governed by the internal laws of the State of Missouri without reference to conflicts of law rules and by the Federal Arbitration Act. Any disputes relating to any such agreements or the Services shall be resolved by arbitration in St. Louis County, Missouri, in accordance with the rules of commercial arbitration for the American Arbitration Association (the "AAA"). The AAA shall appoint the arbitrator. No arbitrator may award indirect, special, punitive or consequential damages of any kind or make any award not authorized herein. Claims of more than one person or entity (other than joint Customers under this Agreement) may not be joined in a single arbitration proceeding. Arbitration awards may be enforced by any state or federal court having geographic jurisdiction over St. Louis County, Missouri. If the dispute involves a transaction that is not a consumer transaction, then the nonprevailing party will pay the costs of arbitration, and the costs and attorney fees of the prevailing party including costs of enforcing any arbitration award. If the dispute involves a consumer transaction, then the parties will pay their own attorney fees and the parties will divide equally the cost of the arbitrator.

10. Change or Termination of Services or Agreement: Either the Bank or the Customer may terminate the Service by giving at least 15 days prior written notice to the other. The Bank may change any term of this Agreement, or any Service and the terms on which any Service is provided by giving the Customer at least 30 days prior notice, which notice may be given by posting such notice on the website that is used to provide the service or by sending written or e-mail notice to the Customer (or any one of them if there is more than one). Any use of a Service by the Customer more than 30 days after such notice is given will be deemed to be the Customer(s)' agreement to the change. Notwithstanding the foregoing, the Bank may terminate the Service without prior notice if the Bank has reason to believe that the Customer is misusing the Service or the security of any Account has been compromised, or if the Service is being used for illegal purposes, or the use of the Service threatens damage or financial loss to the Bank.

11. Limits on Bank Liability: Except as may otherwise be specifically provided in this Agreement: (a) Bank will not be responsible for any loss of Customer's funds or property except as a result of an intentional act or gross negligence of the Bank; (b) the amount of actual damages that Customer may sustain relating to a breach of the Bank's obligations with respect to a Service is difficult to ascertain and any liability of the Bank shall be limited to liquidated damages equal to the lesser of \$500 or the amount of fees for the Service that were paid by the Customer for the six month period immediately preceding the act or omission for which the Bank is liable; (c) Bank shall not be liable for any indirect, special, incidental, punitive or consequential damages; and (d) Customer will be solely responsible for any losses or damages caused by any act or omission of the Customer.

13. Survival of Terms; Successors; Miscellaneous: All rights and remedies of the Bank, and any limitations on the liability of the Bank, contained in this Agreement will survive the termination of such Agreement. Customer cannot assign any of its rights under this Agreement. This Agreement will be for the benefit of and shall be binding on the heirs, permitted successors and assigns of the Customer and the Bank.

16. Security: Bank cannot prevent interception by third parties of any communications made by a Device. Bank has no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through a Device or by accessing data that Customer may store on a Device. In order to minimize the risk to the Customer the

Customer should not: store any Bank account numbers, passwords or codes on any or wireless device; use any account numbers, passwords or codes in any verbal communications; or use any Device in a public place such as an airport, hotel, concert, or sports facility.

Customer may be assigned security codes, procedures, devices or passwords to be used when Customer uses Services. The Bank may also make available to the Customer security devices that are provided by third parties. Any such codes, procedures, passwords or other devices are called "Security Devices". THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO MERCHANTABILITY, OR THAT THE SECURITY DEVICES ARE FIT FOR A PARTICULAR PURPOSE OR ARE SUFFICIENT TO PROTECT THE CUSTOMER AGAINST UNAUTHORIZED ACCESS TO THE CUSTOMER'S ACCOUNTS OR COMPUTER SYSTEMS. THE CUSTOMER ACKNOWLEDGES THAT THE SECURITY DEVICES MAY NOT BE THE MOST SOPHISTICATED OR ADVANCED DEVICES AVAILABLE AND THAT THE BANK HAS NO OBLIGATION EXCEPT TO OFFER REASONABLE SECURITY DEVICES TO THE CUSTOMER. THE CUSTOMER SHOULD OBTAIN INDEPENDENT ADVICE ON THE SECURITY OF CUSTOMER'S COMPUTER SYSTEMS AND WHETHER THE SECURITY DEVICES PROVIDE SUFFICIENT PROTECTION TO THE CUSTOMER AND ITS ACCOUNTS AND COMPUTER SYSTEMS. Customer agrees to look solely to the third party provider or manufacturer of any Security Device with respect to any defect in a Security Device. The Customer must use the Security Devices that are designated or required for a Service. Customer is solely responsible for all transactions that are made using Customer's computer or other access devices, or which are made using any of Customer's Security Devices, or which are made without the Bank's actual knowledge that such transactions are unauthorized. Without limiting anything else contained herein, Customer is solely liable for any losses, damages or unauthorized access to Customer's Accounts if Customer accesses Services by public WiFi or other public access services. Customer is solely responsible for installing in Customer's computers and Communication Services systems such procedures, codes, firewalls and other security devices as are necessary to prevent the unauthorized use of Customer's computers, access devices, Security Devices or Accounts. The Bank reserves the right to block access to the Services if the Bank has actual knowledge that any Security Device has been compromised or misappropriated, provided that the Bank has no obligation of any kind to investigate or discover any such compromise or misappropriation and the Bank shall have no liability to the Customer for the Bank's failure to discover any such compromise or misappropriation. The Customer must immediately notify the Bank in writing delivered by certified mail or by a nationally recognized courier service or by e-mail if Customer has authorized any person to use any of Customer's Device or Security Devices and if Customer wishes to terminate such person's authority to use the Device or Security Device, or if Customer knows or believes that any of Customer's Security Devices have been lost, stolen or otherwise compromised, or if Customer has reason to believe that any person is accessing Customer's Accounts without authority. The Bank will have no liability for any unauthorized transactions that occur within two Banking Days after actual receipt of such written notice by the Bank. Customer hereby releases the Bank from all liability for, and will indemnify the Bank Representatives from, any and all claims of any nature arising out of any access to any of Customer's Accounts using the Services unless the Bank has actual knowledge that such transactions are unauthorized. If the Bank makes available to the Customer a Security Device and the Customer refuses to use the Security Device, then the Bank shall have no liability of any kind for any unauthorized access to Customer's Accounts, or misappropriation of any of Customer's funds.

14. Indemnification: The Customer will indemnify the Bank against all costs and expenses incurred by the Bank (including attorney fees) arising out of any acts or omissions caused by Customer or any representative of Customer.

**THIS AGREEMENT CONTAINS A BINDING  
ARBITRATION PROVISION WHICH MAY BE ENFORCED  
BY THE PARTIES**

(Rev 10-12)