

Terms and Conditions (this “Agreement”)

Mobile Banking Services. The State Bank and Trust Company (“State Bank” “we” or “us”) offers its customers enrolled in Business Online Banking mobile access to accounts and other mobile banking services (“Mobile Banking Services”) through its mobile banking application (the “Mobile Banking App”) and any related software (“Software”). The Mobile Banking Services include the Account Information Services and the Deposit Services (each as hereinafter defined) and may also include any additional “Services” (as such term is defined in the Online Banking Agreement) that State Bank may offer through the Mobile Banking App in its sole discretion from time to time.

Binding Agreement. By participating in the Mobile Banking Services you are agreeing to this Agreement. We reserve the right to alter charges and/or this Agreement at any time.

To enroll in Mobile Banking Services, you must also be a user of State Bank’s Business Online Banking as evidenced by an executed Basic Internet Cash Management Services Agreement and/or ACH Origination and Basic Internet Cash Management Services Agreement (the “Online Banking Agreement”). You acknowledge that you have read, understood and agreed to the Online Banking Agreement and any other agreements, terms, or conditions that oversee the use of any of the functionalities included in the Mobile Banking App. **The Mobile Banking Services shall be deemed “Services” under the Online Banking Agreement and, as such, the Mobile Banking Services will be subject to the Online Banking Agreement as “Services” thereunder.** In the event of any conflict between this Agreement and the Online Banking Agreement in connection with the Mobile Banking Services, this Agreement shall control.

In this Agreement the terms “you” and “your” refer to the State Bank customer enrolled in the Mobile Banking Services, which customer signed the Online Banking Agreement as a “Customer” thereunder. In connection with provisions herein regarding access to the Mobile Banking Services, the term “you” or “your” may also refer to the individuals authorized by your Primary Administrator (as hereinafter defined) to access the Mobile Banking Services, as applicable. For the avoidance of doubt you are responsible for all actions and inactions of your agents, officers and employees in connection with this Agreement, including, without limitation, all individuals that are provided access to the Mobile Banking Services by your Primary Administrator.

Wireless Providers. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Charges in connection with the Mobile Banking Services are separate and apart from any other charges that may be assessed by your wireless provider. Your wireless provider’s standard rates apply to Internet access, including, but not limited to, messaging rates that may apply to SMS usage. We do not charge for any content; however, downloading content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using the Mobile Banking Services on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

Privacy and User Information. You acknowledge that in connection with your use of the Mobile Banking Services, State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Banking Services or the Software. State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Mobile Banking Services and as otherwise permitted by law, including

compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. State Bank and its affiliates and service providers also reserve the right to monitor use of the Mobile Banking Services and the Software for purposes of verifying compliance with the law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Mobile Banking Services or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Mobile Banking Services or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by State Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of State Bank or any third-party service provider involved in the provision of Mobile Banking Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose State Bank, any third-party service provider involved in providing Mobile Banking Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking Services or the Software, the security of Mobile Banking Services or the Software, or other customers of Mobile Banking Services or the Software; or (d) otherwise abuse Mobile Banking Services or the Software.

You are responsible for complying with all terms of this Agreement and with the terms of the other agreements governing the bank accounts which you access using the Mobile Banking Services. We can terminate your Mobile Banking Services under this Agreement without notice to you. Mobile Banking Services accounts which are inactive for the last ninety (90) days may be unenrolled. Inactivity is defined as no account access through State Bank's Mobile Banking Services in the last ninety (90) days.

To cancel the Mobile Banking Services, you must notify State Bank and provide your name, address, and the effective date to stop the Mobile Banking Services. You may notify State Bank by one of the following methods:

- By calling 877-867-4218 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time.
- By email: TreasuryManagementSupport@YourStateBank.com
- By writing a letter and sending it to the following address:

State Bank
Attention: Treasury Management Support
401 Clinton St
Defiance, OH 43512



P 877.867.4218
YourStateBank.com

Usage Outside of the United States. You agree that if you are using our Mobile Banking Services outside the United States, you are, as always, responsible for having access to the appropriate wireless and/or telecommunications networks and you are, as always, responsible for all associated fees and charges.

Mobile Deposit Services. The mobile deposit services (“Deposit Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to State Bank or State Bank’s designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of your bank accounts including failure to promptly bring negative account balances to a positive balance.

Fees. Fees may apply. You agree to pay fees as defined in Business Account Fee Schedule. Any such fee will be automatically deducted from your account. If the account that you designated for the deposit and fee is closed or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us. We may, upon at least 30 days prior notice to you, change a fee for use of the Mobile Banking Services. If you continue to use the Mobile Banking Services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to State Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Deposit Services or through a service offered at another financial institution.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Any checks that are not in original form with a signature, such as substitute checks or remotely created checks, as defined in Reg CC.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks that have been previously negotiated.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks that are post-dated (made payable at some point in the future).
- Checks or items prohibited by State Bank’s current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of your State Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Deposits which exceed your per check or daily limit.

Note that any check that you attempt to deposit using Deposit Services is subject to verification by State Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a State Bank banking center.

Receipt of Items. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without liability to you. The image is not deemed “received” by us until it is posted to your account at the end of the business day. Acceptance within the Deposit Services application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that State Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

“Exception Item” includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to State Bank.

Cut off Times for Deposits. The cutoff times are located in the Funds Availability Disclosure found at www.yourstatebank.com.

Availability of Funds Deposited. See the Funds Availability Disclosure at www.yourstatebank.com.

Destruction of Original Check. Once you have deposited the check successfully, you should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

Deposit Limits. We reserve the right to impose limits on dollar amount(s), and/or number of items, of deposits that you transmit using the Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of State Bank.

Image Quality. The image of an item transmitted to State Bank must be legible, as determined in the sole discretion of State Bank.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services as “For Mobile Deposit Only”, or as otherwise instructed by State Bank. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a State Bank joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Deposit Services as State Bank may establish from time to time.

Changes/Removal of Service. We may, in our sole discretion, modify, add or remove portions of the Mobile Banking Services or end the Mobile Banking Services at any time without notice. We may turn off the Mobile

Banking Services to you if we suspect fraud, if you misuse the Mobile Banking Services, have excessive overdrafts or returned items or for other reasons in our sole discretion.

Mobile Banking Unavailability. Mobile Banking Services may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that any Mobile Banking Services are unavailable, you may need to bank with State Bank, including depositing items, using other means, such as visiting a State Bank banking center. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability.

Compatible Hardware and Software. In order to use Mobile Banking Services, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Banking Services. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. We may change requirements at any time without prior notice.

Errors in Transmission. By using the Mobile Banking Services you accept the risk that an item or message may be intercepted or misdirected during transmission. State Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Errors. You must notify us of any errors (or suspected errors) related to the items deposited through Deposit Services as soon as possible after they occur, and in no event later than 30 days after the first State Bank account statement is sent on which such error appeared. You can contact us by calling 877.867.4218 or by visiting a banking center. Unless you notify us within 30 days, the account statement containing the deposits made through Deposit Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in State Bank's sole discretion subject to the terms and conditions of your account and disclosures governing your account.

Cooperation with Investigations. You agree to cooperate with State Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Deposit Services in your possession and your records relating to such items and transmissions.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

User warranties and indemnification. You warrant to State Bank that:

- Images will meet the image quality standards.
- You will only transmit eligible items.
- You will not transmit duplicate items
- You will not deposit or represent the original item.
- All information you provide to State Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless State Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Mobile Banking Services and/or any breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Mobile Banking Services or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF MOBILE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE BANKING SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING MOBILE BANKING SERVICES WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE BANKING SERVICES OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use the Mobile Banking Services if we notice any suspicious activity or if you do not use the Mobile Banking Services for a period of 90 days or more. You may terminate the Mobile Banking Services anytime by sending a written request by electronic mail to: TreasuryManagementSupport@yourstatebank.com, or by contacting any State Bank banking office. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. State Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Mobile Banking Services. We will notify you of any material change via mail, e-mail, text message, or on our website(s) by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Mobile Banking Services after you have received any required notice, if applicable.

Biometric Login for Mobile Banking. Biometric login is an optional biometric sign-in method for State Bank Mobile Banking Services that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and State Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within State Bank Mobile Banking Services. State Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking

Services on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within State Bank Mobile Banking Services.

THE MOBILE BANKING APP, THE MOBILE BANKING 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, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR MOBILE BANKING SERVICES, AND OPERATION OF THE MOBILE BANKING APP OR THE MOBILE BANKING 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 MOBILE BANKING APP AND THE MOBILE BANKING SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE MOBILE BANKING 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 MOBILE BANKING 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 MOBILE BANKING APP, OR THE MOBILE BANKING SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE MOBILE BANKING SERVICES 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 MOBILE BANKING APP, THE MOBILE BANKING SERVICES OR THE WEBSITE THROUGH WHICH THE MOBILE BANKING APP OR THE MOBILE BANKING SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT 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. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR 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.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State Ohio, without regard to its conflicts of laws provisions. 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, and, unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Authorized Users. You will administer use of the Mobile Banking Services through a “Primary Administrator”. The Primary Administrator must be an individual who is authorized by resolution to serve in this position. The Primary Administrator is entitled to: (i) enter into this Agreement and any other agreements with State Bank necessary to effectuate your subscription to the Mobile Banking Services; (ii) perform all of the functions available under the Mobile Banking Services; and (iii) designate one or more individuals who will be authorized to access and use the Mobile Banking Services and/or who will be entitled, along with the Primary Administrator, to administer access to the Mobile Banking Services. You agree to assume the risk of loss with respect to any transfers or other actions initiated by any such designated individuals, and you agree to hold State Bank harmless from and against any loss caused by such individuals’ actions or inactions in connection with the Mobile Banking Services. If you desire to change the Primary Administrator, you must provide a resolution to State Bank designating the new Primary Administrator, and this resolution must be signed by the appropriate business officer(s).