

Terms and Conditions

Thank you for using the Mobiliti Services (“Services”) and any related Software (“Software”) provided by State Bank (“Financial Institution”) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at info@statebankia.com or 888.367.5500, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another 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 Services or Software (collectively “User Information”). The Financial Institution 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 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. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and

any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and 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 Services and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Services; or (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, cancel bots, 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 Financial Institution, any third-party service provider involved in providing the 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Additional Terms and Conditions:

Mobile deposit service enables you to use State Bank's Mobiliti mobile banking application and supported hardware such as a smartphone or other mobile device camera to create and transmit electronic images of the front and back of certain paper items to us for review and deposit in accordance with this agreement.

a. **Fees.** This service is provided at no charge to you. We may, upon at least 30 days prior notice to you, charge a fee for use of the service. If you continue to

use the service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you.

b. Types of Checks. You can only deposit checks using Mobile Deposit, however, there are some checks you **cannot** deposit, including:

- Checks payable to any person or entity other than you.
- Third Party checks
- Checks written off of any account that you own or you are a signor on
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn
- Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
- Checks written off an account at a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks drawn against a line of credit.

c. Availability. Electronic deposits transmitted before the cut-off time, separately disclosed to you, on any business day shall be reviewed and processed on that business day. If your transmission is after the cut-off time we shall review and process your electronic item on the next business day. We are not responsible for items we do not receive. Your processed deposit, if transmitted before the cut-off time, will be available to you on the next business day after the day of deposit.

d. Exception Items are items that are ineligible for Mobile Deposit. Exception items include, without limitation, an electronic item that is:

- Illegible or contains MICR data that is not machine-readable
- Was previously processed as an electronic item
- Is not properly endorsed with “**for mobile deposit only**” and your signature
- Exceeds your established check amount limit or daily deposit amount limit. These limits may change from time to time without notice to you.

We may, at our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

e. You agree:

- To retain the original paper check in a secure location for 90 days following its successful deposit.
- To provide us with the original paper check, upon our request, during the required retention period.
- After 90 days, upon confirmation of check’s successful deposit, you agree to destroy the original paper check. You will be liable for checks that are presented more than once.
- You will not submit any duplicate check to us.
- You will not submit any check to us that has been electronically deposited to another financial institution

- You will not submit any check to another financial institution that has been submitted to State Bank.
- To protect your hardware and security credentials from unauthorized access.
- To assume the entire risk for fraudulent or unauthorized use of your security credentials.
- Any user of Mobile Deposit is at least 18 years of age.
- To notify State Bank immediately if you become aware of any loss or theft of, or any unauthorized use of Mobile Deposit or your security credentials.
- To follow the instructions and recommendations we provide to you.
- To notify State Bank of any errors (or suspected errors) related to the items deposited as soon as possible after they occur, and in no event later than 30 days after the related State Bank account statement is sent. Contact us by calling 1-888-367-5500 or visiting a banking location. Unless you notify us within 30 days, the related State Bank account statement is deemed correct, and you cannot bring a claim against us for any alleged errors.

Accounts are “de-activated” after ninety (90) days with no log-in. State Bank may close your de-activated account without notice to you. The account may be re-activated by enrolling in Mobiliti.