

This Basic Management Services Agreement (hereinafter this "Agreement") is entered into by and between **The State Bank and Trust Company** (hereinafter the "Financial Institution") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter the "Customer(s)") effective as of \_\_\_\_\_.

1. **CERTAIN DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:
    - a. "Financial Institution" means The State Bank and Trust Company and each affiliate of The State Bank and Trust Company that provides Services to the Customer.
    - b. "Customer" means the entity specified in the first paragraph of this Agreement and any parent, subsidiary or other affiliate thereof for whom Financial Institution performs one or more Services.
    - c. "Service(s)" means (i) Basic Services, as defined in Section 2 of this Agreement, and (ii) any Additional Services, as defined in Section 4 of this Agreement, if any, that are provided by Financial Institution to Customer.
    - d. "Operative Agreements" means the Account Agreements and this Agreement referred to collectively.
    - e. "Services" means (i) Basic Services as defined in Section 2 of this Agreement (ii) ACH activities and (iii) any Additional Services, as defined in Section 4 of this Agreement, if any that are provided by Financial Institution to Customer.
    - f. "Agreement" means these terms and conditions of the bill payment service.
    - g. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
    - h. "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
    - i. "Payment Account" is the checking account from which bill payments will be debited.
    - j. "Billing Account" is the checking account from which all Service fees will be automatically debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
    - k. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non- Business Day in which case it will be considered to be the previous Business Day.
    - l. "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
    - m. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
  2. **BASIC SERVICES.** Pursuant to the terms of this Agreement, Financial Institution shall provide or otherwise make available to Customer the internet banking services that are identified on Schedule I attached hereto and made a part hereof, as the same may be modified or amended by Financial Institution from time to time on thirty (30) days prior written notice to Customer (such identified services, as the same may be so modified or amended from time to time, the "Basic Service(s)").
  3. **SUBLICENSE OF SOFTWARE.** This Agreement also sets forth the terms and conditions under which Financial Institution will sublicense software (the "Licensed Software") to Customer in connection with the Services.
    - a. **Grant of Sublicense.** In providing the Licensed Software to Customer, Financial Institution grants to Customer, and Customer accepts from Financial Institution, a non-exclusive and non-transferable sublicense to use the Licensed Software only for its own business operations, subject to the terms of this Agreement.
    - b. **Proprietary Information.** The Licensed Software and the ideas, systems, methods of operation, information and documentation contained within the Licensed Software are proprietary, trade secret information. Customer (i) will not transfer, distribute, copy, reverse, compile, modify or alter any of the foregoing and (ii) will exercise all precautions to prevent all other unauthorized copying, distribution or use of the Licensed Software.
    - c. **Limitation of Liability.** Financial Institution warrants that it has the right to sublicense the Licensed Software. THE WARRANTY CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE IS THE ONLY WARRANTY MADE BY FINANCIAL INSTITUTION WITH RESPECT TO THE LICENSED SOFTWARE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED.
    - d. **Return of Licensed Software.** The sublicense of the Licensed Software shall terminate upon termination of this Agreement. In the event of any such termination, Customer immediately shall cease making any use of the Licensed Software or any part thereof, and shall (i) return to Financial Institution the original Licensed Software, and (ii) return to Financial Institution, or destroy all copies of, the Licensed Software and all documents derived therefrom.
  4. **ADDITIONAL SERVICES.** In addition to the Basic Services, Customer at any time may request that Financial Institution provide it with one or more of the following services (the "Additional Service(s)"):
    - i. Electronic Wire Transfer Services;
    - ii. ACH Transaction Services;
    - iii. Electronic Tax Payment Services.
- If Customer requests one or more Additional Services, and Financial Institution determines that Customer qualifies for such Additional Services, Customer will be required to execute additional contract documents which, together with this Agreement, will govern the provision and use of such Additional Services.

5. **OTHER AGREEMENTS RELATING TO BASIC SERVICES.** In addition to the terms of this Agreement, the Basic Services are provided to Customer subject to the terms of any applicable Customer account agreements (and related disclosures and fee schedules) which govern Customer's depository account relationships with Financial Institution (the "Account Agreements"). In that regard, Customer acknowledges that the "stop payment feature" contained in the Basic Services (the "Electronic Stop") is an alternate entry system for issuing stop payment orders under the Account Agreements.
6. **ELECTRONIC STOP PAYMENT ORDERS.** A stop payment order placed by Customer by means of an Electronic Stop shall be considered to be "in writing" for all legal purposes. Any such order shall remain effective for six (6) months unless Customer and Financial Institution agree to a longer period or Customer terminates the order before it expires. Customer is responsible to ensure that only those persons authorized by Customer to use Electronic Stops shall have access to the Electronic Stop system and that those persons use it only in a manner authorized. Financial Institution shall incur no liability for any damages caused by unauthorized use. Customer is also responsible for ensuring that all stop payment orders initiated by Electronic Stop contain accurate information, including without limitation, the accurate name to which the check is made payable, the check number, the account number and the exact amount of the check. Customer shall be liable to Financial Institution for any damages or claims arising out of Financial Institution's (a) refusal to pay a check on which Customer has placed an Electronic Stop, or (b) paying any check concerning which (i) Customer has terminated the order, (ii) the order has expired, (iii) the order has been improperly or inaccurately entered in the Electronic Stop system, or (iv) the order has not been entered in a timely manner. Customer is solely responsible for determining whether a check has been paid prior to initiating an Electronic Stop. Customer acknowledges that placing a stop payment order on a check by means of an Electronic Stop may not relieve Customer from its obligations on the check or the underlying obligation.
7. **LIABILITY.** Financial Institution will exercise ordinary care in providing the Services. However, with respect to the Services, Financial Institution shall not be responsible for any loss sustained by Customer except to the extent such loss is caused by Financial Institution's gross negligence or willful misconduct; and in no event shall Financial Institution have any liability whatsoever for any indirect, incidental, consequential (including lost profits), special or punitive damages whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Financial Institution. Under no circumstances shall Financial Institution be responsible for any liability, loss or damage resulting from any delay or failure of performance in connection with any Service which is caused by interruption of telephone, facsimile or other communication facilities, delay in transportation, equipment breakdown or mechanical failure, accidents, fire, flood, explosion, other natural disasters, strikes or lockouts, emergency conditions, war, acts of government, acts or failure to act by Customer or any third party, or any other circumstances that are unavoidable or beyond Financial Institution's control. Financial Institution shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority.
8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Financial Institution and each of its directors, officers, employees, agents, successors and assigns (each, an "Indemnitee") from and against all liability, loss and damage of any kind (including attorneys' fees) incurred by or asserted against such Indemnitee in any way relating to or arising out of any Service by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee; provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnity.
9. **PROCEDURES FOR SECURITY.** Certain procedures including, without limitation, the use of identification codes, encryption, passwords, log-on identifications, personal or other identification numbers and other security devices and systems (the "Security Procedures") designated to verify the origination, but not errors in transmission or content, of instructions, orders and other transmissions (each, a "Transmission") sent by Financial Institution and Customer may be used in connection with the Services. Customer agrees that any such mutually agreed upon Security Procedures shall be deemed commercially reasonable. Financial Institution shall not be obligated to act on a Transmission not transmitted in accordance with the Security Procedures and may refuse to act on any Transmission where Financial Institution reasonably doubts its authorization, content, origination or compliance with Security Procedures. Financial Institution shall have no duty to discover and shall not be liable for any errors or omissions of Customer. If Financial Institution complies with the Security Procedures in connection with any Transmission, Financial Institution shall be entitled to act on that Transmission and shall not be obligated to verify the content of such Transmission, establish the identity of the person giving it, or await any confirmation thereof, and Financial Institution shall not be liable for acting on, and Customer shall be bound by, any Transmission sent in the name of Customer, whether or not authorized. If Customer is set up to initiate ACH debit and/or credit entries by means of file transfers (pursuant to and consistent with the terms of a separate ACH Origination Agreement), Customer must use a Security Token in accordance with approved ACH exposure limits, if applicable. Any additional users authorized and setup by Customer to initiate ACH debit and/or credit entries must also use a separate and unique token. Please contact the Financial Institution for additional security tokens, fees may apply. Financial Institution reserves the right to issue new Security Procedures and to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Customer of any confidential password, log-on identification, identification code, personal identification number or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with the Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices and shall immediately notify Financial Institution if the confidentiality or integrity of any such security device is breached or threatened.

Customer shall be solely responsible for the safe keeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whomsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Financial Institution shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

10. **DISCREPANCIES.** Customer shall promptly notify Financial Institution in writing of any error in connection with any Service and any discrepancy between any records maintained by Customer and any notice or statement which Customer receives from Financial Institution with respect to any Service; and Customer shall provide Financial Institution with any information it may reasonably request in connection with any such discrepancy. Customer agrees that thirty (30) days is a reasonable time for Customer to notify Financial Institution concerning any such discrepancies, unless applicable laws, rules and regulations, provide for a shorter period of time.

11. **TERMINATION.** Except as otherwise provided in this Section 11, this Agreement will remain in full force and effect until terminated by either Financial Institution or Customer upon thirty (30) days prior written notice. Any obligations of the parties accruing prior to the date of delivery of any such notice of termination shall survive such termination. Financial Institution may immediately terminate any Service at any time without notice if (i) Customer is in breach of any term of this Agreement, or any other agreement between Customer and Financial Institution, including without limitation, any agreement relating to Additional Services, (ii) any event occurs that, in Financial Institution's sole opinion, has an adverse impact on Customer and/or materially increases the risk to Financial Institution in providing Services to Customer, or (iii) Financial Institution has reason to believe that the Services are being used to conduct fraud or other illegal activity.

12. **BUSINESS BILL PAYMENT SERVICE.**

a. **PAYMENT SCHEDULING.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

b. **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE.** You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

c. **PAYMENT METHODS.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

d. **PAYMENT CANCELLATION REQUESTS.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

e. **STOP PAYMENT REQUESTS.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

- f. **PROHIBITED PAYMENTS.** Payments to Billers outside of the United States or its territories are prohibited through the Service.
- g. **EXCEPTION PAYMENTS.** Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.
- h. **BILL DELIVERY AND PRESENTMENT.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following: Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information. Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data. Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills. Cancellation of electronic bill notification-

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- i. **PASSWORD AND SECURITY.** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-877-8021 during Customer Service hours.
- j. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**k. ERRORS AND QUESTIONS.** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-877-8021 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or.
3. Write us at:  
The State Bank and Trust Company  
401 Clinton Street  
Defiance, OH 43512

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**l. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

**m. SERVICE FEES AND ADDITIONAL CHARGES.** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You

are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**n. FAILED OR RETURNED TRANSACTIONS.** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**o. ALTERATIONS AND AMENDMENTS.** This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

**p. ADDRESS OR BANKING CHANGES.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**q. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION.** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

1. Telephone us at 800-877-8021 during Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or



# BASIC INTERNET CASH MANAGEMENT SERVICES AGREEMENT

3. Write us at:  
The State Bank and Trust Company  
401 Clinton Street  
Defiance, OH 43512

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### 13. MISCELLANEOUS

- b. **No Fiduciary Status.** Nothing contained herein or in any additional contract documents contemplated by Section 4 hereof shall be deemed to create a fiduciary status on the part of Financial Institution in connection with the provision of Services.
- c. **Compliance.** Customer shall comply with all laws, rules and regulations relating to the Services. In that regard, to the extent that Customer utilizes Services to which the rules of the National Automated Clearing House Association (NACHA) are applicable, Customer agrees to be bound by and to comply with such rules.
- d. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Financial Institution's prior written consent. Financial Institution, however, may assign this Agreement without Customer's consent.
- e. **Waiver of Jury Trial.** CUSTOMER AND FINANCIAL INSTITUTION EACH WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES USED BY CUSTOMER.
- f. **Governing Law.** Except to the extent superseded by federal law, this Agreement and the provision of the Services shall be governed by the laws of the State of Ohio.
- g. **Entire Agreement/Amendments.** This Agreement, together with the Account Agreement, constitutes the entire agreement between Financial Institution and Customer with respect to the provision and use of the Basic Services, and supersedes any prior agreements with respect thereto. Notwithstanding anything to the contrary contained herein, Financial Institution reserves the right to amend the terms of this Agreement from time to time upon prior written notice to Customer. Moreover, in the event that continued performance in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject and which governs or affects the Basic Services, then, in any such instance, this Agreement shall be deemed amended to the extent necessary to effect compliance with such statutes, regulations and policies.
- h. **Fees.** Although no fees will be assessed with respect to the provision and use of Basic Services, stop payment orders initiated by Electronic Stops will be subject to the stop payment fees that are provided for in applicable Account Agreements. Fees applicable to Additional Services will be specified in the additional contract documents referenced in Section 4 hereof.

IN WITNESS WHEREOF, Financial Institution and Customer have executed this Agreement, effective as of the date first above written.

### THE STATE BANK AND TRUST COMPANY

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### COMPANY NAME: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A – BASIC SERVICES**

- Balance information and transaction activity
- View scheduled and upcoming transactions
- Product and service information from the Financial Institution
- Online corporate loan and credit card applications to the Financial Institution
- Export files into account software (Quickbooks, Microsoft Money)
- Exchange e-mail messages with the Financial Institution
- Create account aliases or nicknames
- Fax number and e-mail address information
- One-time and scheduled transfers and payments
  - Fund transfers between accounts at the Financial Institution
  - Loan payments on principal and interest owing to the Financial Institution
- Access to help menu
- Loan Calculator
- View an activity log
- Create transaction templates
- Stop payment requests
- Item Correction requests
- Check reorder/reprint requests
- Statement reprint requests