

## **S&T Bank ExpressNet Online Banking Disclosure**

Please read the Online Banking Disclosure below. It includes disclaimers of liability and other matters of interest to users. By placing a check in the box for "I have read and agree to the terms of the Online Banking Disclosure", you agree to the terms and conditions of the ExpressNet Online Banking Disclosure. If you  
You should also print or download a copy of the S&T Bank Privacy Policy Statement, which you may view by clicking on the link located on our home page at [www.stbank.com](http://www.stbank.com). Your use of ExpressNet services constitutes agreement to the terms of the ExpressNet Online Banking Disclosure and acknowledgement that you have received a copy of the S&T Bank Privacy Policy Statement.

### **ExpressNet Online Banking Disclosure**

S&T Bank hereby publishes the following terms and conditions for use of S&T's Express Banking Service. S&T Bank reserves the right to modify these terms and conditions at any time, effective upon publication. The User's use of the services constitutes agreement to these terms and conditions and any modifications thereof.

1. User agrees that the following uses of the services are strictly prohibited. User agrees to indemnify, hold harmless, and defend S&T Bank from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at User's sole expense, arising from User's failure to abide by these restrictions on use of the services.

- A. Unauthorized communication of any change or credit card information belonging to any other person or entity;
- B. Unauthorized communication of any information concerning any password or other on-line access number, code, or identification or any other proprietary information belonging to any other person or entity;
- C. Use of the services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity *is* permitted only to the extent that the owner has provided express permission to the User permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited;
- D. Communicating any obscene or defamatory information, including but not limited to, on bulletin boards or in conjunction with E-mail or Blogs; or
- E. Use of the PC services in violation of any telecommunication, postal or other local laws or regulations of the User's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.

2.

- A. S&T BANK AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NEITHER S&T BANK NOR ITS SUPPLIERS NOR ANYONE ELSE WHO HAS

EVER BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES ASSUME ANY RESPONSIBILITIES WITH RESPECT TO USER'S USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY S&T BANK OR ITS SUPPLIERS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE FOREGOING CONSTITUTES S&T BANK'S SOLE AND EXCLUSIVE LIABILITY TO USER WITH RESPECT TO USER'S USE OF THE SERVICES.

- B. Any cause of action concerning the services under this agreement must be commenced within one year after such cause of action has occurred.

3. User further agrees:

- A. Transmission of confidential business and sensitive personal information *is* at Customer's sole risk.
- B. S&T Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which S&T Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to User.
- C. The User Identification Code and Passwords issued to the User is for security purposes. The numbers and/or letters are confidential and should not be disclosed to third parties. User understands that the User Identification Code and Passwords identifies User and authenticates and validates directions given as would User's actual signature. User therefore agrees to take reasonable precautions to protect the integrity of user identification code and password including but not limited to the following:
  - i. Not to disclose User's identification code or password to any other individual.
  - ii. Not to write User's identification code or password on any literature which may be easily accessed by another individual.
  - iii. To indemnify and hold harmless S&T Bank for any unauthorized transactions resulting from User's disclosure of User's identification code or password to any other individual.

- 4. Our business days are Monday through Friday. Federal holidays are not included.

**Funds Transfer**

- a. Federal Regulations limit preauthorized, automatic, telephone and other transfers from savings and money market accounts to a total of six (6) per statement cycle per account.
- b. The Bank shall have no duty to verify the identity of the person using a valid access code to transfer funds.
- c. The account owner(s) agree(s) to indemnify and hold the Bank harmless against any claims, demand, costs or expenses resulting from or arising out of any

unlawful or unauthorized requests for funds transfer or in failing or refusing to make any requested transfers.

- d. Transfer requests, will be accepted at any time provided all systems are operational. The transfer will be posted on a business day during regular processing hours. Transfers made after 8.00 p.m. EST may not be posted until the next business day.
- e. The Bank may discontinue this service at time.
- f. The account owners) agree(s) to pay any applicable service charges for transfers shown in Bank's Fee Schedules.
- g. The account owner(s) agree(s) to notify the Bank immediately if they become aware that an unauthorized individual has knowledge of the access code.
- h. Bill Payment and Funds Transfer services may not be available on those accounts requiring two signatures.

### **Limitation of Liability**

In no event will S&T Bank be liable for indirect, special, incidental or consequential damages arising out of the use of Express banking services including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages.

### **Termination or Discontinuation**

In the event you wish to discontinue the service, you must contact us in writing. Written notice of service discontinuance must be supplied 10 business days prior to the actual discontinuance date and must be sent to:

1. E-Mail us at [eft.services@stbank.net](mailto:eft.services@stbank.net)
2. Fax to (724) 465-6847
3. Via US mail to: Attn: Operations` Help Desk, P.O. Box 190, Indiana PA 15701. You will be charged the service fee for the entire month of cancellation. We reserve the right to terminate your use of the services in whole or in part at any time. Upon termination, you will be responsible for making arrangements to pay any future or recurring payments. Neither termination nor discontinuation shall affect your liability or obligation under this agreement. The service reserves the right to refuse to pay a Payee if your Designated Account has insufficient funds, a payee refuses to accept a payment, you attempt to make tax or court related payments or other good cause.
4. Since service cancellation requests take up to 10 days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the service. We will not be liable for payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason.