

## **EXTERNAL TRANSFER SERVICE AGREEMENT**

Please read the agreement statement below.

You agree to authorize S&T Bank to debit your account at the identified bank for your initial deposit amount. You further authorize S&T Bank to debit any account you own at the identified bank for any future deposit you make.

This External Transfers Agreement ("Agreement") provides the terms and conditions for you to move funds between S&T Bank accounts ("Accounts" or "S&T Bank Accounts") and validated accounts in your name at another financial institution ("Third-party Accounts"). In order to provide this service, we need your permission to use and verify information available about your Third-party Accounts from other financial institutions' Websites. In addition, you must authorize us to act as your agent to originate a funds transfer from another financial institution, ensure the funds are good, and distribute them to your S&T Bank Account. Once enrolled, you will be able to move funds between S&T Bank Accounts and Third-party Accounts in just a few clicks (the "External Transfers Service" or "Service").

For purposes of this Agreement, the words "we," "our," "us," and other similar terms mean S&T Bank. "You," "your," and other similar terms refer to the S&T Bank Account holder and anyone else authorized by the Account holder to exercise control over the Account. The term "Consumer Account" means an S&T Bank Account established by an individual primarily for personal, family or household purposes. Certain of the provisions of this Agreement apply only to Consumer Accounts. For purposes of this Agreement, every day is a "Business Day" except Saturdays, Sundays and federal holidays.

To proceed with enrollment for the Service, you must review this Agreement and accept the terms and conditions concerning use of this Service. When you are ready to proceed, click the "I Agree" button to continue on your way to activating transfer capabilities to and from Third-party Accounts and your S&T Bank Accounts. The S&T Bank Deposit Account Agreement and Disclosures Booklet for your Account ("Account Agreement"), which is incorporated herein by reference, contains additional terms and conditions applying to your Account(s) and this Service. In the event of any inconsistency between this Agreement and your Account Agreement, this Agreement will control. All other terms and conditions of the Account Agreement remain in full force and effect.

### **1.0. ACCEPTANCE OF TERMS**

When you click on "I Agree", you agree to be bound by all terms of this Agreement, including any amendments to this Agreement or any changes in this Agreement we make from time to time. We reserve the right to accept or decline your application. If you do not agree to all of the terms in this Agreement, and navigate away from this page prior to clicking on the "I Agree" button, you will not be entitled to use this Service. We reserve the right to change

the terms of this Agreement at any time; however, we will notify you of any change to this Agreement as required by law. If you have consented to receiving electronic disclosures, we may notify you of changes to this Agreement by e-mail or by publication on the S&T Bank website. You

agree that if you continue to use this Service after we notify you of any change, you thereby accept the changes to the Agreement and agree to be bound by its new terms. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can send us a secure bank e-mail. We have the right to change or discontinue the Service, including your Account, with or without notice, without liability to you, or any other user or any third party.

## **2.0. AUTHORIZATION TO USE PERSONAL INFORMATION TO VALIDATE YOUR ACCOUNT**

### **2.1. RIGHT TO VALIDATE FUNDING SOURCE FOR FUNDS TRANSFERS**

Once you are approved for this Service and if you elect to move money between S&T Bank Accounts and Third-party Accounts, you authorize us to validate your Third-party Accounts through the use of small random credits and matching debits to your Account which you must verify. You also authorize us to verify the funding source to affect the funds transfers you request. By using the External Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to make such funds transfers or for any other purpose authorized by this Agreement, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

### **2.2. RIGHT TO VALIDATE LAWFUL FUND DESTINATION FOR FUNDS TRANSFERS**

We reserve the right to obtain such additional information, such as a consumer credit report, as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

### **2.3. RIGHT TO USE CONTENT**

You hereby give us a license to use and verify information, data, materials, or other content (the "Content") you provide to us for the purpose of providing the Service, subject to the terms of our Privacy Policy.

## **3.0. OUR RESPONSIBILITIES**

### **3.1. LIABILITY FOR FAILURE TO MAKE TRANSFERS INVOLVING CONSUMER ACCOUNTS**

If we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, whether you have a Consumer Account or another Account, for instance:

- If, through no fault of ours, you do not have enough money in your Account or your Third-party Account to make the transfer;
- If the funds transfer is not complete, or is reversed, because the provider of your Third-party Account does not permit the transfer;
- If the transfer would go over the credit limit on your overdraft line or private line of credit;
- If our system was not working properly and we attempted to notify you via secure mail prior to the transfer being attempted.
- If you knew your system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- If there are other exceptions stated in our agreement with you.

#### **4.0. YOUR RESPONSIBILITIES**

##### **4.1. JOINT ACCOUNT HOLDER NOTIFICATION AND APPROVAL**

By clicking "I Agree" you confirm that any joint account holders have consented for you to use your Third-party Accounts and S&T Bank Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

##### **4.2. AUTHORIZED, VALID TRANSACTION FOR FUNDS TRANSFERS**

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable S&T Bank Accounts or Third-party Accounts to make any funds transfer you request that we make on your behalf through the Service.

##### **4.3. SECURITY REQUIREMENTS**

You agree to comply with such security measures as may be established from time to time by S&T Bank to maintain the confidentiality of all user information. This information includes, but is not limited to, user IDs, numbers, and passwords which are assigned or changed by the user. User also agrees to utilize updated anti-virus and anti-spyware protection. User recognizes that any breach or financial loss that may occur as a result of failure to comply with these requirements indemnifies S&T Bank from any liability or loss resulting from such failure. It is the customer's responsibility to protect his/her personal computer or use thereof.

#### **5.0. TRANSFER TYPES AND LIMITATIONS**

### **5.1. MEANS OF CONDUCTING TRANSFER**

You may use your Account and password to transfer funds with Third-party Accounts you have successfully registered with this Service. The types of transfers can be made are:

- Transfer from Third-party Accounts to S&T Bank Accounts;
- Transfer from S&T Bank Accounts to Third-party Accounts.

You authorize us to select any means we deem suitable, including but not limited to electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks and organizations, or other banking channels, to provide your funds transfer instructions to the provider of the Third-party Account. You agree to be bound by the rules and regulations that govern the applicable means of transfer, such as CHIPS and/or NACHA operating rules.

A fee may be charged to your account for executing a transfer. All fees are represented on the Miscellaneous Service Fee Schedule available at your local S&T office or online at [www.stbank.com](http://www.stbank.com).

### **5.2. SAME-DAY TRANSACTION**

Transactions made on banking business days, Monday-Friday, by 7 P.M. ET will be processed on the current Business Day. Transactions made after 7 P.M. ET will be conducted on the next Business Day.

### **5.3. FUNDS AVAILABILITY**

Our policy is to delay the availability of funds transferred into your S&T Bank Account from your Third-party Account when such transfer is made under this Agreement. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay items that are presented to your S&T Bank Account. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for transfers from your Third-party Account that are returned to us unpaid and for any other problems involving your funds transfer. The length of the delay is counted in Business Days from the day of your deposit. We will delay your funds availability for three Business Days from the date of the transaction. The transfer affecting your S&T Bank Account will appear in your transaction history on the Business Day after the transaction was processed.