S&T ONLINE BANKING

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.

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.
Availability Example: If an external transfer is initiated on a Monday that is not a federal holiday and there are no federal holidays that week, funds will be available as follows:

<table>
<thead>
<tr>
<th>External Transfer Initiated on Monday</th>
<th>Transaction Will Appear In Account History</th>
<th>Interest Will Begin to Accrue on Deposited Funds</th>
<th>Funds Will Be Available For Withdrawal/Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 7 P.M. ET</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
</tr>
<tr>
<td>After 7 P.M. ET</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
</tr>
</tbody>
</table>

The foregoing Funds Availability rules are in addition to our Funds Availability disclosures provided with your Account Agreement. The Funds Availability rules of this Agreement control in the event of any inconsistency with those stated in the Funds Availability disclosures provided with your Account Agreement.

5.4. LIMITATIONS ON TRANSFERS

We do not limit the number of funds transfers you may conduct under the Agreement. However, as required by law, money market accounts are subject to transaction limitations as stated in your Account Agreement, and the financial institutions holding your Third-party Accounts may have limitations on the total number of allowable transactions, or total funds withdrawn on a daily basis. For security or risk management purposes, we reserve the right to: limit the dollar amount of transfers and periodically limit the frequency of transfers you can make, decline to conduct a funds transfer request, decline to submit funds transfer instructions or orders, or decline to carry out or cancel requests. For more information on transfer limits, please call us at 800.325.2265.

5.5. TRANSACTION AUTHORIZATION

You understand that to effect your funds transfer instruction we debit one account and credit another account. Only one of the accounts in the transaction will be a Third-party Account. If the debit side fails or is returned for any reason and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. To effect this collection, you understand and authorize us to debit the credited account in the same dollar amount as the original funds transfer.
5.6. TRANSFERS SUBJECT TO THE RULES AT DEPOSITORY INSTITUTIONS

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-party Accounts. You agree not to affect any funds transfers from or to a Third-party Account that are not allowed under the rules or regulations applicable to such accounts.

- 6.0. ERROR REPORTING
  - 6.1. OUR RESPONSIBILITY FOR ERRORS

Please also see the "Our Responsibilities" Section. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the provider of your Third-party Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant provider of your Third-party Account. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

6.2. YOUR RESPONSIBILITY FOR ERRORS

You understand that not all types of accounts are eligible for funds transfer. You will check with the provider of your Third-party Account for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your Third-party Account. You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in that information. You agree not to
impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You understand and agree that at all times your relationship with each Third-party Account provider is independent of S&T Bank and your use of the External Transfer Service. We will not be responsible for any acts or omissions by the provider of any Third-party Account, including without limitation any modification, interruption or discontinuance of any Third-party Account by such provider.

YOU AGREE THAT S&T BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE THIRD-PARTY ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE THIRD-PARTY ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE THIRD-PARTY ACCOUNTS.

6.3. ELECTRONIC FUNDS TRANSFERS DISCLOSURES AND AGREEMENTS

An Electronic Funds Transfer Disclosures provided to you in the Deposit Account Agreement and Disclosures booklet or from time to time after you opened your Account provides additional terms for the electronic transfers to and from Third-party Accounts you may make under this Agreement. The EFT Agreement includes, among other things, information on reporting of, and liability for, unauthorized electronic fund transfers. Except as modified by this Agreement, the terms of the EFT Agreement apply to the transfers you make to or from Third-party Accounts under this Agreement.

- 7.0. NO UNLAWFUL OR PROHIBITED USE OF THIS SERVICE
  - As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and
represent that you will not use the Service in any manner that could
damage, disable, overburden, or impair the Service or interfere
with any other party's use and enjoyment of the Service. You may
not obtain or attempt to obtain any materials or information
through any means not intentionally made available or provided
for through the Service. You agree that these warranties and
representations will remain in full force and effect even if this
Agreement terminates for any reason.

- **8.0. LIMITATION OF WARRANTY AND LIABILITY**
  - YOU UNDERSTAND AND AGREE THAT THIS SERVICE IS
  PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED
  IN THIS AGREEMENT OR AS REQUIRED BY LAW, YOU
  UNDERSTAND AND EXPRESSLY AGREE THAT USE OF
  THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS
  EXPRESSLY SET FORTH IN THIS AGREEMENT, WE
  DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR
  IMPLIED, INCLUDING WITHOUT LIMITATION ANY
  WARRANTY OF MERCHANTABILITY, FITNESS FOR A
  PARTICULAR PURPOSE OR NON-INFRINGEMENT OF
  INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS,
  AND WE MAKE NO WARRANTY OR REPRESENTATION
  REGARDING THE RESULTS THAT MAY BE OBTAINED
  FROM THE USE OF THIS SERVICE, THE ACCURACY OR
  RELIABILITY OF ANY INFORMATION OBTAINED
  THROUGH THIS SERVICE, THE ACCURACY OF ANY
  INFORMATION RETRIEVED FROM YOUR ACCOUNTS OR
  THAT THIS SERVICE WILL MEET ANY REQUIREMENTS,
  BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.
  EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL
  NOT BE LIABLE FOR ANY DIRECT, INDIRECT,
  INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE
  DAMAGES OF ANY KIND RESULTING FROM THE USE OF
  OR THE INABILITY TO USE THE SERVICE, ANY
  INACCURACY OF ANY INFORMATION OR AMOUNT
  RETRIEVED FROM THE ACCOUNTS, ANY BREACH OF
  SECURITY CAUSED BY A THIRD PARTY, ANY
  TRANSACTIONS ENTERED INTO BASED ON THIS
  SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR
  ALTERATION OF USER'S TRANSMISSIONS OR DATA OR
  FOR THE COST OF PROCUREMENT OF SUBSTITUTE
  GOODS AND SERVICES, INCLUDING BUT NOT LIMITED
  TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR
OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9.0. INDEMNIFICATION
  - You agree to indemnify, defend and hold harmless S&T Bank, its affiliates, partners, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Service.