The Business Internet Banking User Agreement between Standard Bank ("we," “us” or “Bank”) and ("you", “your”, or “Customer”) sets forth the terms and conditions that will apply to Customer as a user of Bank’s Business Internet Banking services.

1. **Definitions.**

   For purposes of this Agreement, the following terms shall be given the following specified meanings:

   - **Accounts** shall mean those deposit accounts and/or loans that you maintain with us and which you wish to access by Business Internet Banking.
   - **Account Information** shall mean all information about one or more of the Accounts, including but not limited to the balance information; the status and description of any or all items, debits, credits or charges related to any one or more of the Accounts; the Account history; and all other information about the activity associated with any one or more of the Account(s).
   - **Agreement** shall mean this Standard Bank Business Internet Banking User Agreement.
   - **Business Day** shall mean any day on which we are open to the public for carrying on substantially all of our business, excluding Saturdays, Sundays and legal holidays.
   - **Designated User(s)** shall mean those employees whom you designate to access one or more Accounts through one or more services offered through Business Internet Banking. This agreement acts as your authorization to allow the designated users to access and process transactions, which may directly affect your accounts at Standard Bank.
   - **Lead Account** shall mean that account which is designated as the charge account for the analysis statement.
   - **Security Officer** shall mean your employee designated, as it may be amended from time, which will be responsible for coordinating and monitoring your Designated Users’ use of Business Internet Banking Services you have selected.

2. **Business Internet Banking**

   Business Internet Banking will provide you with access via your personal computer to those banking services that you have selected in Section 4 below. Those deposit accounts with us that you access by Business Internet Banking (as described below) will also remain subject to the terms and conditions of our Rules and Regulations Governing Deposit Accounts, which have been provided to you. Additionally, any loan or line of credit that you access by Business Internet Banking will remain subject to the loan documents between you and us. Except as otherwise provided herein, any request for Business Internet Banking that we receive prior to our End of Day, will be processed on the next Business Day.

3. **Equipment.**

   In order to utilize Business Internet Banking, you must have the appropriate personal computer and Internet access. You understand and agree that it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment.

4. **Business Internet Banking Services.**

   Listed below are the Business Internet Banking Services available.

   **Business Internet Banking Services**

Page 1
Inquiry – View balance history and account information

Account Summary – View an at-a-glance summary of accounts

Stop Payment Orders – Stop a payment on an issued check

Express Transfers – Transfer funds between accounts

Loan Payments – Make a loan payment

Loan Advance – Make an advance on a line-of -credit

Tax Payments – Issue federal and state tax payments

Automated Clearing House Origination – Submit ACH batches

Import/Export – Import a file, export a file, and import an ACH file

Bill Payment – set up for bills to be paid directly from your account

Wire Services – setup and request wiring of funds

PROCESSING WIRE TRANSFER REQUEST:

Online Banking Customers of Standard Bank that are in good standing may initiate wire requests via our online banking form. We will not process wires for non-accountholders. We do not guarantee the length of time it will take for the funds to get to their destination. It varies from a few hours to ten (10) days.

The Authorization for Wire Transfer form must be filled out in its entirety. If it is found that information is missing on the Authorization for Wire Transfer form, it will be sent back.

Accountholders must have funds available in their account at the time that the wire is Processed. A Fax transmittal must be sent to Standard Banks wire room at 412-856-2057 signed by the accountholder.

The deadline for outgoing wires utilizing Fed Line Advantage is 3:00 p.m.

5. Account Inquiry/Account Summary.

Those Designated Users to whom you permit access to these Services may request and receive all Account Information about one or more of the specified Accounts. This includes; the Account balance information, the status and description of any or all items, debits, credits or charges related to the Account, the Account history and all other information about activity associated with the Account.

6. Stop Payment Orders.

The “Stop Payment Order” feature allows your Designated User to use Business Internet Banking to request that we stop payment of any item payable for an Account to which that Designated User has access. A stop payment request must specifically identify the item subject to your request and must be received by us by End of Day. Orders received after “End of Day” are considered to be received as of the next “Business Day”. You understand and agree that, unless your request is complete and accurate, we
may be unable to identify the item subject to your request and therefore be unable to stop payment of that particular item. You further understand and agree that, unless we have a reasonable opportunity to act on your request prior to payment of an item, we will be unable to stop payment. By initiating a stop payment request with respect to an item, you agree that you will indemnify and hold us harmless from and against any claim arising in connection with our refusal to pay such item. The designated user whom you specify is allowed to transmit Stop Payments through Business Internet Banking has full authority to do so without a written signature on file at the bank.

When you use Business Internet Banking to request a stop payment order, your order will remain valid for a period of six (6) months from the date of your original stop payment request. If you wish to extend your stop payment order beyond the expiration of your initial request, you must contact us and follow our procedures for renewing stop payment orders.

You understand that you will incur a fee for each stop payment request transmitted through Business Internet Banking.

7. **Express Transfers.**

   The “Transfers” feature allows your Designated User to use Business Internet Banking to request transfers between those deposit Accounts to which the Designated User has access provided that the Designated User has access to both Accounts.

   The Accounts to or from which you wish for your Designated Users to conduct Internal Funds Transfers, as well as the types of Internal Funds Transfers that you wish for your Designated Users to have the ability to perform for each of those Accounts.

   Internal transfers will be transmitted until our end of day processing is run, approximately 8:00 p.m. Eastern Standard Time on business days. Rejected items may be processed the following business day.

   If you have a joint account which requires more than one signature to process transactions (i.e. an “And” account), please be advised that Online Banking will allow any account owner to access the account and complete electronic transactions without the other account owner’s approval.

8. **Loan Payments.**

   The “Loan Payments” function enables your Designated User to request that we deduct funds from a deposit account held here at Standard Bank and apply those funds as a payment to reduce the principal and/or interest amount outstanding under a loan account,

9. **Loan Advances.**

   The “Loan Advances” function enables your Designated User to request that we advance funds from a line of credit account (depending on availability on the line) and deposit into an internal deposit account here at Standard Bank,

10. **Tax Payments.**

    The “Tax Payments” feature allows your Designated User to use Business Internet Banking to instruct us to prepare and submit Treasury Tax and Loan (“TT&L”) payments to the United States government on your behalf. The Designated User must specify the amount of such payments to be deducted from the Account, provided that the Designated User has access to that Account.

    The Bank requires verification of completion of the EFTPS Business Enrollment Form. The Remittance Method Option must be marked for ACH Credit.

11. **Automated Clearing House Origination.**

    The “Automated Clearing House Origination” feature allows your Designated User to use this Service to transmit ACH batches for submission to the ACH system. You will be solely responsible for the accuracy and completeness of any ACH data transmitted to us via Business Internet Banking. An ACH
Agreement which must be signed and agreed to before we will authorize ACH users. This agreement will be provided to you during approval process.

12. **Installation.**
   We will install the Business Internet Banking program and all subsequent upgrades (the “Program”) and will provide you with access to help online, as it may be amended from time to time. The Program and Manual (the “Materials”) are confidential and proprietary and you may not modify, duplicate or make the Materials available to any third party by any arrangement without our prior written consent. We will provide the Materials to you on an “as is, as available” basis and make no warranties, express or implied, with respect to the Materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the Materials exclusively for the purpose of accessing Business Internet Banking.

13. **Fees and Charges.**
   You agree to pay such fees and charges for your use of Business Internet Banking as established and it may be amended from time to time. You understand and agree that we may change such fees and charges at any time.

14. **Business Use.**
   **YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO BUSINESS INTERNET BANKING TRANSACTIONS PURSUANT TO THIS AGREEMENT HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** You understand and agree that, Business Internet Banking may be used only for business purposes and, further, Business Internet Banking transactions are not governed by Regulation E of the Board of Governors of the Federal Reserve System.

15. **Your Responsibilities**
   You are solely responsible for the timeliness, accuracy and completeness of any instruction and information entered by you or your Designated Users in connection with transactions processed through Business Internet Banking. Furthermore, you are solely responsible for naming Security Officers and Designated Users, specifying those Accounts and Business Internet Banking services to which each Designated User shall have access and monitoring all Designated Users’ use of Business Internet Banking services. The Bank shall have no responsibility for maintaining any records regarding the identity of your Designated Users or of Business Internet Banking services to which each User has access. You agree to establish a unique password (collectively the “Identification”) for each Designated User according to the Program procedures and to develop adequate internal procedures to prevent the disclosure of the Identification to other persons and the unauthorized use of Business Internet Banking. The Bank shall have no knowledge of the Identification established for each Designated User and shall have no responsibility for ensuring compliance with the procedures you develop for protecting the confidentiality of such Identifications.

   You understand that the designated users may have the ability to perform transfers between all accounts to which they have access, including their own and other persons.

   You understand and agree that you are solely responsible for the risks associated with disclosure of the Identification and the unauthorized use of Business Internet Banking. We are fully protected in performing any and all transactions entered under valid Identification, whether or not the person actually entering such transactions is authorized by you to perform such transactions. You agree to notify us immediately in the event you believe that the security of Identification has been compromised or that unauthorized transactions have occurred through Business Internet Banking.

   You further understand and agree that, notwithstanding any instructions or agreements that require two or more signatures to access your Account, any one Designated User will have access to that Account through Business Internet Banking.
16. **Our Responsibilities and Limitation of Liability**

   We shall use our best efforts to provide you with access to Business Internet Banking in accordance with the provisions of this Agreement. However, we shall not be liable to you for any damages whatsoever arising in connection with a failure of the communications network, the Equipment or the Program, or in connection with events beyond our control. Because Business Internet Banking utilizes information contained in our databases that may not necessarily reflect all current transactions, we shall not be liable to you for any damages whatsoever arising in connection with the accuracy or completeness of information supplied through Business Internet Banking regarding your Accounts. Subject to the foregoing exclusions, our sole liability for damages to you for any cause whatsoever and regardless of the form of actions shall be limited to direct damages sustained by you, but only to the extent that such damages are the direct result of our own gross negligence or willful misconduct and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by you for Business Internet Banking for the six months immediately preceding the event(s) giving rise to your claim. In no event shall we be liable for any special, indirect, incidental, consequential or punitive damages even if we are advised of the possibility of such damages. We shall have no liability for loss of funds transferred.

17. **Rejection of Business Internet Banking Requests.**

   We shall have the right, but not the obligation, to reject any request transmitted via Business Internet Banking if the request was incomplete or inaccurate in any respect, or if the request involves a transfer of funds from an Account in which there are insufficient available funds to cover the request. Should we, at our sole option, elect to honor a transfer request against insufficient funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees and charges that may be assessed against your Account in accordance with the terms of our Rules and Regulations Governing Deposit Accounts.

18. **Amendments/Termination.**

   From time to time, we may amend any of these terms and conditions contained in the Agreement, including without limitation any part of the Schedules. Amendments will become effective 30 days after written notice to you or on the effective date stated in our notice to you.

   From time to time, you may submit updated Schedules to us, provided that such Schedules are submitted in writing, are executed by a properly authorized person and are otherwise acceptable to us. Such updated Schedules will be effective on the third Business Day following the Business Day of our receipt of the Schedule or at such later date as you may request. From time to time, we may request and you agree to provide updated Schedules.

   Either you or we may terminate this Agreement at any time upon 30 days written notice to the other.

19. **Notices.**

   Except as otherwise expressly provided herein; we shall not be required to act on any notice or instruction received from you or any other person, or to provide any notice or advice to you or anyone else with respect to any matter. We shall be entitled to rely on any written notice or other written communication that we believe in good faith to be genuine and to have been signed by any director, partner, officer, employee or agent of yours, whether or not actually authorized by you, and any such communications will be deemed to have been duly executed by you.

20. **Entire Agreement/Severability.**

   This Agreement, including the Schedules hereto, is the complete and exclusive statement of agreement between you and us regarding the subject matter hereof and supersedes any prior agreements between us regarding this subject matter. However, this Agreement will not supersede any other credit or loan agreement, deposit agreement, or agreement regarding automated clearing services.
If our performance of the services provided for herein in accordance with the terms of this Agreement would result in a violation of any existing or future law, rule or regulation to which we are subject, then this Agreement will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment.

Furthermore, if any term, covenant or condition of this Agreement were invalid or unenforceable, the remainder of the Agreement shall be unaffected and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

Section headings are for convenience only and will not affect the meaning of the provisions hereof.
Business Internet Banking Requirements

NOTE: Configurations change as technology changes please inquire for the latest options in Operating Systems and Browsers
Standard Bank
Business Internet User Agreement

Standard Bank Business ONLine Bill Payment Agreement and Disclosures

1. Coverage - This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms “you” and “your” refer to each user on an account accessible by Standard Bank ONLine, and the terms “us,” “we,” and “our” refer to the Bank. This Agreement applies to your use of our bill payment service, Standard Bank ONLine Bill Pay, (“Bill Pay” or “Bill Payment”), that permits you to pay bills on an automatic recurring basis or as specific one-time payments. By using Standard Bank ONLine’s Bill Pay, you agree to abide by the terms and conditions of the Agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement.

2. General - To establish Bill Pay, you will complete certain enrollment screens or other documents evidencing your desire to access your personal accounts using Standard Bank ONLine. Your completion of the ONLine enrollment screen constitutes your acceptance to the terms of this Agreement.

You must designate one or more eligible checking accounts as your bill payment accounts. Checking accounts requiring two (2) or more signatures are not eligible for this service. To use Bill Payment, you will provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that payee and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, of if you wish to add or delete payees, you must provide us with these changes before 10:30 PM Eastern Time on the payment due date. All such designations and changes must be entered in the appropriate fields through the Bill Payment section of Standard Bank ONLine. You authorize us to make all changes submitted through Standard Bank ONLine by you or any other person having access to your Password and account information.

You may pay any party located in the United States through Bill Pay. You agree not to use Bill Pay to make payments to the Internal Revenue Service, or other tax payments, payments arising from any legal proceeding (such as child support payments or traffic tickets), payments to settle securities purchases, or to payees outside of the United States. If you do schedule these types of payments, then you assume all risks should such payments not be timely delivered or processed.

We work with payees to encourage them to accept an electronic payment or check. If we are unsuccessful or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain payees at our sole discretion and to payees that choose not to participate in the services.

3. Fees - Fees for consumers are disclosed in our most recent fee schedule. You agree to pay promptly all fees if there are insufficient funds in your account, and we may charge these fees to any other of your Standard Bank Accounts. The customer agrees to be responsible for telephone and Internet Service Provider (ISP) charges to the extent that any may be incurred by the use of Bill Pay.

4. How Bill Payments are Made - Bill payments are processed either through an electronic transmission to the payee, or by a check drawn on your account and mailed to the payee. Payees who receive electronic delivery through an electronic transmission to the payee will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five to seven business days, and payments electronically sent are generally received and credited by most payees within three business days. To help ensure that your payments arrive on time, you must schedule your payments at least five to seven business days before the payment due date. This generally allows sufficient time for the payee to receive and post your payment. If you schedule a payment less than five (5) business days before the due date set by the payee/merchant, even if such payment is scheduled during a grace period, you assume all risk pertaining to finance or other charges that the payee/merchant might impose.

If we receive any payment instructions from a payee, we may follow those instructions to help ensure that the payment is received by the payee and promptly credited to your account, with them.

Payments where the payee requires payment stubs, coupons or remittance slips may require additional time to post as such payments are provided by us without such documentation. You acknowledge and agree that Standard Bank shall have no liability for any finance or other charges based on the request for an online bill payment to be made to a payee that requires remittance documentation.

5. Late Charges - If you follow all of the procedures described in this Agreement and follow all Bill Payment instructions accurately and completely, and a bill payment has not arrived at the payee within the allowable number of days described on the screen at the time you scheduled the payment, we will reimburse you for all penalties and associated late fee charges incurred due to such a late payment. Situations in which you are responsible for failing to follow procedures and instructions include, without limitation, your failure to schedule the payment a correct number of days before the due date, incorrectly scheduling the payment or supplying incorrect account information.

6. Your Responsibility - You are responsible for selecting all systems, hardware and your Internet Service Provider (ISP), and for any defect, malfunction or interruption in service or security due to hardware failure from your Internet Service Provider and its systems and computer services.

7. Access Codes - To access Bill Pay, you must be enrolled in Standard ONLine Banking. After enrolling in Standard ONLine, you will obtain a unique User Identification Number and Password. The Password has the same effect as your signature to authorize payments. You agree to keep the Password private, not to record the Password or otherwise disclose or make the Password available to anyone. You are responsible for keeping your Password, account numbers, and other account data confidential. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you can perform on Standard Bank ONLine, including full access to your accounts. You have no ability to limit access to any such person’s authority.

We recommend that you do not give your Password to anyone else. If you give your Password to a third party, then you authorize Standard Bank to accept instructions from any party using your Password to conduct Bill Pay transactions.

8. Customer Liability - Tell us at once if you believe your Password has been lost, stolen or otherwise became available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft savings account). If you tell us within two business days, you can lose no more than $50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission, you could lose as much as $500.

Also, if your statement shows transfers/payments initiated online that you did not make, tell us at once. If you do not tell us within 60 days of the date we mail a periodic statement to you, you lose any right to recover from us, even if we failed to use ordinary care in making the payment.
9. **Contact Us in the Event of Unauthorized Transfer/Payment or For Other Reasons** - If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call us immediately at 412-856-0352 during working hours or 1-888-722-1323 during non-working hours, and then if we request, write to us at:

Standard Bank
Operations Department
2460 Monroeville Blvd.
Monroeville, PA 15146

In cases where you need to speak to someone immediately (especially to report a lost or stolen Password) contact us immediately by phone.

10. **Error Resolution Notice** - In case of errors or questions about your Electronic Transfers, contact us as soon as you can at the above telephone number or address. Also contact us if you think your statement or receipt is wrong or if you need more information about a transfer or payment listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally or contact us through secure email, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and we will reverse any provisional credit we made to your account. You may ask for copies of the documents that we used in our investigation.

11. **Business Days** - Our business days are Monday through Friday excluding federal holidays. If we receive your Bill Pay instructions before our ONLINE cut-off hour of 10:30 PM Eastern Time on a business day, Bank processing will begin the next day. If you schedule a bill payment for a future date, we begin processing the transaction after the close of business on that date if that day is a business day. If the date you request for a future payment is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

12. **Hours of Operation** - Although you may access Standard Bank's ONLine Bill Payment Service 24 hours a day, 7 days a week, at certain times some or all of Standard Bank's ONLine account options may not be available due to system maintenance. If Bill Payment will not be accessible for an extended period of time, we will attempt to provide you with notice but we cannot guarantee prior notice will be provided.

13. **Canceling Bill Payments and Requesting a Stop Payment** -
   a) **Canceling an Order**. You may cancel a pending bill payment by selecting and deleting the payment from the pending payments menu. Any instruction to cancel a bill payment must be received before 10:30 PM Eastern Time on the day the transaction is to be processed. If we don't receive your instruction identifying a cancelled payment prior to that time, we may process the transaction. Remember that we will process your transaction on the business day before the date you requested if your request date is not a business day. Please note that until you cancel any repeating online bill payments, such payments will continue even though the obligation may have been paid off. It is your responsibility to cancel repeating online bill payments when they are no longer necessary.

   b) **Requesting a Stop Payment**. If a payment has already been sent electronically, a stop payment cannot be placed. If the payee has been issued a check, then stop payment requests may be made under certain circumstances by calling 1-888-722-1323. Once placed, a stop payment order on a check will be effective for 6 months from the date when it was authorized. You must decide whether to place another stop payment order for an additional 6 months when the expiration date arrives. Stop payment requests canceling specific Bill Payments to particular payees will not affect other Bill Payments already scheduled at the time of the stop order or future Bill Payments that you schedule with those payees.

   c) **Our Rights**. If we fail to cancel or stop any bill payments, the payment will stand unless you show us that your obligation to the payee was unenforceable. If we recredit your account, after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee to transfer to us all of your rights against the payee, and to assist us in any legal action taken against the payee.

14. **Overdrafts** - When you schedule a bill payment using Standard Bank ONLine Bill Pay, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your bill payment from your account on the date we process your instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately adjust the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft protection/credit plan, any overdraft will be handled in accordance with agreement or rules governing that account rather than this Agreement.

15. **Our Liability For Failure to Complete a Bill Payment** - If you have given us all of the proper and timely instructions and have properly completed all fields to complete a bill payment, and we do not complete a payment from your account on time or in the correct amount according to our agreement with you, we will be liable to you for damages. However, there are some exceptions. We will not be liable for instance:

   - If through no fault of ours, you do not have enough cleared funds in your account to make the payment. Refer to our Funds Availability Policy received at your account opening.
   - If the money in your account is subject to legal process or other encumbrances restricting the payment.
21. **General** - This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts including, without limitation, our Deposit Account Rules and our Consumer ONLine Banking Agreement and Disclosures. In the event of a conflict between the Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail.

22. **Electronic Message** – Sending messages through Standard Bank Online is a way to communicate with the Bank. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen password). In these cases do not use an electronic message. Instead, call us immediately at 412-856-0352 during working hours. Also it is important to remember that you cannot use an electronic message through Standard Bank Online to conduct transactions. To conduct transactions, please follow the appropriate instructions provided by the Bank. Standard Bank may also send you messages and or advertisement electronically.


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**Standard Bank**

**Business Internet User Agreement**

- If the payment would go over the available amount in your overdraft account.
- If there are delays caused by the mail system or the negligence or willful misconduct of yourself or others.
- If the bill payment system was not working properly and you knew about the breakdown when you initiated the payment.
- If circumstances beyond our control (such as fire or flood) prevent the payment despite reasonable precautions that we have taken.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If we have a reasonable basis for believing that unauthorized use of your account(s) has occurred or is occurring, if you are in default under this or any other Agreement with us, or if you or we have terminated or suspended your use of Standard Bank ONLine or Bill Payment Services.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Internet Service Provider, computer, computer virus or other problems relating to the computer equipment you use with Standard Bank ONLine, including without limitation, your inability to access Standard Bank ONLine or any part of Standard Bank ONLine.
- For a failure to provide access or for interruptions in access to Standard Bank ONLine and/or Bill Payment Services due to your Internet Service Provider system failure.
- Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or our third party provider in paying a bill will be to correct the error. In no case will the bank be liable for any indirect, special, incidental, economic or consequential damages caused by, in connection with, or in any way related to the error.

17. **Termination** - We may modify, suspend or terminate your privilege of using Bill Payment Services and may withhold approval of any transaction, at any time, without prior notice to you. If prior notice is required by regulation, you agree that any required notice may be sent electronically at your Standard Bank electronic address. If you do not access Bill Payment for any 3-month period, for your protection, we reserve the right to discontinue this service. In the event we terminate Bill Payment, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Bill Payment may terminate Bill Payment by writing us at:

   Standard Bank
   Operations Department
   2640 Monroeville Blvd.
   Monroeville, PA 15146

Termination shall not affect the rights and obligations of the parties for transactions made with Bill Payment Services before we have had reasonable time to respond to your termination request.

18. **Third Parties** - You understand that support and services relating to Bill Payment Services are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. We also reserve the right to assign or delegate certain of our rights or responsibilities under this agreement to other independent contractors or other third parties.

You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity.

19. **Amendment** - We may amend this Agreement at any time. Notice will be sent to you at your current address in our files, or you agree that we may communicate with you any amendment by electronic message as allowed under applicable laws and regulations. Amendments will be effective upon the date indicated in the notice. By accessing Bill Payment Services after the amendments have been made, you agree to be bound by the amended agreement.

20. **Limitations, Priority and Performance of Transactions** - For security purposes, we may, from time to time, limit the number and dollar amount of any payments made through Bill Pay, notwithstanding the amount in your accounts, and terminate or suspend Bill Pay without notice unless otherwise required by law or regulation.

If at any time you perform transactions (whether Bill Pay or other types of electronic or paper based transactions) on your account, and that account contains insufficient funds to allow all of the transactions to be performed, we may, at our sole discretion, choose which transactions we will allow to be performed, and we may refuse your other transactions (including your Bill Pay transactions). Alternately, we may, at our sole discretion, allow all such transactions to be performed and create an overdraft on your account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply as set forth in our most recent fee schedule.
