

# ONLINE AND MOBILE BANKING E-SIGN DISCLOSURE AND CONSENT AGREEMENT

In this agreement ("E-Sign Consent"):

"Account" or "accounts" is each account, now or in the future, that you hold with us, are authorized to administer or for which you are designated as authorized signer, or a trust or other fiduciary account in which you have an interest that gives you legal authority to receive information or which is subject to the provision of a service by us.

"Communication" is defined in Section 1 below.

"Electronic delivery" is the act of delivering communications using electrical, digital, magnetic, wireless, optical, electromagnetic, or similar electronic means as set forth below, including through our website or mobile app.

"Service" is any product or service that we offer for which communications are required or permitted to be delivered.

"We," "us," "our," "Stock Yards Bank & Trust Company" and "the Bank" refer to the entity that provides you one or more accounts or services and such entity's affiliates and subsidiaries or our agents, assignees, contractors or service providers. Entities may include, but are not limited to, Stock Yards Bank & Trust Company, Q2 Software Inc., and iPay Technologies LLC.

## 1. CONSENT AND SCOPE OF COMMUNICATIONS TO BE PROVIDED ELECTRONICALLY.

We are required by law, regulation or agreement to give you certain information "in writing." With your consent, we can provide this information to you by electronic delivery. We also need your general consent to use electronic records and signatures in our relationship with you.

You agree that for all communications for all accounts and services we may use electronic delivery and, at our discretion or upon your instruction, terminate paper delivery of communications to you and use & obtain electronic signatures from you in each case unless and until you withdraw your consent to this E-Sign Consent as described below. This E-Sign Consent applies to all communications for all accounts and services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure and consent with respect to such accounts and services, including the "E-Statements and E- Notices Agreement & Enrollment" disclosure.

"Communications" include, but are not limited to, the following:

All legal, regulatory or other disclosures associated with an account or service; periodic statements for an account or service, along with any notices related to such statements that we are required or permitted to include with paper statements.

All other documentation relevant to an account or service, including agreements, amendments, account opening documentation, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices, responses to claims, transaction history;

Documents evidencing, governing or related to credit, including, secured and unsecured extensions of credit, mortgage loans and home equity lines of credit, letters of credit, and any other credit account accessible through online or mobile banking, including documents requested by you, as well as: notices, confirmations, authorizations, or other information which we are required or otherwise choose to send in relation to such credit accounts;

Any other document or other information required to be provided "in writing" or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.

However, unless otherwise directed by you (see Section 2 below), you will continue to receive the following disclosures in the mail:

- Changes in terms and conditions
- Maturity notices
- Dormant notices

- Monthly or quarterly statements

If you wish to also receive these categories of communications electronically, you must complete the "E - Statements and E-Notices Agreement & Enrollment". In order to access this feature, log-in to online banking, then select "Statement Delivery" from the left -hand menu under "Settings", and follow the instructions.

## **2. DELIVERY PREFERENCES.**

You may select or modify your delivery preference for certain categories of communications (i.e. periodic statements and related notices) that we make available for any of your accounts or services.

Even if you select physical delivery for a category of communications in your delivery preferences, you may continue to also receive those communications through electronic delivery. In such cases, the physical delivery of these documents may be used to satisfy the "in writing" requirement of law, regulation or agreement. In such cases, if we continue to provide electronic communication of documents, we do so only as an added convenience to you.

If you choose to receive communications via electronic delivery, you may be sent other paper documents that contain important information about your accounts. You should continue to review correspondence that we mail to you.

For certain communications (i.e. periodic statements), changing your delivery preferences from electronic to physical delivery may result in the loss of a credit for some types of accounts. Please refer to your account agreement for additional information. We will not impose any fee to process the change in your delivery preferences.

Modifying your delivery preferences does not constitute a withdrawal or modification of your consent to electronic delivery. To withdraw your consent to receive communications by electronic delivery, you must follow the instructions set forth in the section titled "How to Withdraw Consent" in Section 5 below.

You can review or change your delivery preferences or obtain more information by contacting us at

(502) 582-2571 or (800) 625-9066 or by modifying preferences online at <http://www.syb.com> or via our mobile app (log-in to your online banking, then go to "Settings", then "Statement Delivery", then from the list that populates select the account for which you wish to modify your delivery preference, make your changes and select "Save").

## **3. METHOD OF ELECTRONIC DELIVERY.**

You will be required to enter your user ID and password to view electronic communications. You agree it is your responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that electronic communications cannot be intercepted or viewed by others. You agree that we have no control as to the persons who may have access to your personal computer and your password once it is in your possession. We will not be liable for any access to your personal computer or passwords, unless such liability is otherwise imposed by law or regulation.

All communications (including alerts that communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods: by electronic messaging (such as e-mail or SMS text messaging), by access to our web site, including our mobile websites or websites of third party service providers who we engage to deliver communications through electronic delivery, via our mobile applications; or by requesting you download a Hyper Text Markup Language ("HTML") file or Portable Document Format ("PDF") or other specified electronic file containing the communication.

Communications delivered by e-mail will be sent to your e-mail address reflected in our records. You represent that any e-mail address you provide to us for electronic delivery purposes belongs to you or to a person who has authority to act for the account or service or, where relevant, to make transactions against the account.

You should print, download or otherwise retain a copy of this E-Sign Consent and all other communications provided by electronic delivery.

You understand that you have no expectation of privacy if you transfer communications to another person or entity using the Internet or other electronic means. You further agree to release us from any liability if the information is intercepted or viewed by unauthorized parties, unless such liability is otherwise imposed by law or regulation.

## **4. HARDWARE AND SOFTWARE REQUIREMENTS.**

In order to access, view, and retain electronic communications, you must have access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet with the current version of an operating system, such as Windows, Mac OS, iOS or Android, and a web browser, such as Internet Explorer, Chrome, Safari or Firefox, that we support. A current version is one that is currently being supported by the software publisher.

You must also have: an active connection to the Internet; local electronic storage capacity to retain communications and/or a printer to print them; a valid e-mail account and software to access it; and software that enables you to view and display files in HTML and PDF format. For files in a PDF format, you will need Adobe Reader 10 or higher. If you are unable to load Adobe or comparable software on your device, please do not continue with enrollment.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

## **5. HOW TO WITHDRAW CONSENT.**

Withdrawal of consent for certain communications (i.e. periodic statements) may result in the loss of a credit for some types of accounts. Please refer to your account agreement for additional information. We will not impose any fee to process the withdrawal of your consent to receive communications by electronic delivery. However, your access and use of the services or certain features of accounts and services may be terminated. Any withdrawal of your consent to receive communications by electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal.

At our option, we may treat the provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive communications by electronic delivery.

## **TO WITHDRAW CONSENT, PLEASE FOLLOW THE INSTRUCTIONS BELOW:**

Contact us by calling (502) 582-2571 or (800) 625-9066 (available: Monday-Thursday 8:00am-5:00pm EST, except holidays; Friday 8:00am-5:30pm EST, except holidays; Saturday 9:00am-12:00pm EST).

You may also contact us: by writing to Stock Yards Bank & Trust Company, P.O. Box 32890, Louisville KY 40232-2890; or by visiting one of our branch office locations.

Please note that modifying your delivery preferences does not constitute a withdrawal or modification of your consent to electronic delivery of communications.

Certain categories of disclosures (i.e. preauthorized electronic funds transfer authorizations) associated with activity in your online or mobile banking can only be provided through this platform. If you withdraw your general consent to electronic delivery, you may lose access to your online and mobile banking as a result.

## **6. HOW TO UPDATE YOUR RECORDS.**

It is your responsibility to provide us with true, accurate and complete e-mail address information, mobile telephone numbers (if provided), and other information related to this E-Sign Consent and your accounts, and to maintain and promptly update any changes to this information.

You can update your records through the methods described below:

Call us at (502) 582-2571 or (800) 625-9066, visit <http://www.syb.com> to access your online banking, or access the Stock Yards Bank & Trust mobile app. You may also update your records by visiting one of our branch offices.

## **7. REQUESTING PAPER COPIES.**

For activity conducted via online banking or the mobile app, you should not expect to receive a paper copy of communications unless you request it.

You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the communication to you by electronic delivery. We may charge you a reasonable service charge and/or research fees, which are specified in our fee schedule (available at <http://www.syb.com> or contact us using one of the contact methods below).

To request paper copies of electronic communications:

Call us at (502) 582-2571 or (800) 625-9066 (available: Monday-Thursday 8:00am-5:00pm EST, except holidays; Friday 8:00am-5:30pm EST, except holidays; Saturday 9:00am-12:00pm EST).

You may also send your request by writing to Stock Yards Bank & Trust Company, P.O. Box 32890, Louisville KY 40232-2890; by emailing us at [onlinecustomerservice@syb.com](mailto:onlinecustomerservice@syb.com); or by visiting one of our branch office locations.

## **8. ACCOUNTS WITH MULTIPLE OWNERS OR AUTHORIZED PERSONS.**

Only one account owner's authorization is required to enroll in electronic delivery for communications and to manage preferences for communications. For purposes of electronic notification for paperless statements and other communications on a joint or multiple owner account, you agree that electronic notifications for such communications delivered to the email address of the account owner who enrolls in electronic delivery for such communications will constitute delivery to all account owners, even if all account owners may not have access to such email address.

## **9. FEDERAL LAW.**

You acknowledge and agree that your consent to this E-Sign Consent is provided in connection with a transaction affecting interstate commerce, that it is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

## **10. TERMINATION/CHANGES.**

We reserve the right, in our sole discretion, to discontinue providing you with electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change, as required by law.

## **11. ACCEPTANCE AND CONSENT.**

By agreeing to this E-Sign Consent, you agree to the following statements:

I have read, understand and agree to be bound by the terms and conditions contained in this E-Sign Consent, and consent to receive communications and execute documents via electronic delivery according to the process described herein;

I am able to download and review files in both HTML and PDF format. I have Internet access and can send and receive emails with links to websites;

Certain communications may be delivered to me in paper form and in the future some or all of these communications may be made available for me to view electronically in accordance with this E-Sign Disclosure;

My consent to receive communications electronically does not automatically expire and is not limited as to duration;

I may incur costs, including but not limited to online time and other charges from my Internet service provider or telephone carrier in accessing and/or viewing communications;

I am authorized to provide consent, as well as electronic delivery elections and instructions, on behalf of all co-applicants for, and co-owners of, any of my accounts;

I may terminate or suspend electronic delivery at any time at my discretion;

Stock Yards Bank & Trust Company, their agents, contractors, and service providers will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this E-Sign Consent; and

Communications provided along with my account statements may contain important information or disclosures concerning my accounts or services and I agree to review such communications in a timely manner.