



SendMoney/Person 2 Person User Agreement

This SendMoney User Agreement (“Agreement”) contains the terms and conditions for the use of Sauk Valley Bank and Trust’s SendMoney services that Sauk Valley Bank and Trust (“bank”, “us”, “our”, or “we”) may provide to you (“you”, or “User”). Other agreements you have entered into with Sauk Valley Bank and Trust, as applicable to you Sauk Valley Bank and Trust account(s), are incorporated by reference and made part of this Agreement, including the Online Banking Agreement.

1. Services. Sauk Valley Bank and Trust’s SendMoney services (“Services”) are designed to allow you to send payments to a person using their email address.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Sauk Valley Bank and Trust reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Sauk Valley Bank and Trust. See saukvalleybank.com for current specifications. Sauk Valley Bank and Trust is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A per payment fee will be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your payment. Sauk Valley Bank and Trust may change the fees for use of the Service at any time pursuant to the section titled “Acceptance of these Terms” above. You authorize Sauk Valley Bank and Trust to deduct such fees from the same bank account as your payment.

6. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service.

7. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from person or entities located in prohibited territories (including any territory outside of the United States)
- Payments that violate any law, statute, ordinance or regulation
- Payments related to any of the following tobacco products; prescriptions drugs and devices; narcotics, steroids, controlled substances or other products that present a risk to consumer safety; drug paraphernalia; ammunition, firearms, or firearm parts or related accessories; weapons of knives regulated under applicable law; goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; good or services that are sexually oriented; good or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; goods or services that defame, abuse, harass or threaten others; goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; goods or services that advertise or sell to, or solicit others; or goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law of any jurisdiction
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes
- Payments related to transactions that: support pyramid or Ponzi schemes, matrix programs, other 'get rich quick' schemes or multi-level marketing programs; are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; are for the sale of items before the seller has control or possession of the item; constitute money-laundering or terrorist financing; are associated with the following 'money service businesses' activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing; or provide credit repair or debt settlement services
- Tax payments and court ordered payments

8. Payment Authorization and Payment Remittance.

- By providing us with the name and email address of the Receivers to whom you wish to send payments, you authorize us to follow the Payment Instructions that we received through the Service.
- When we receive a Payment Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transactions Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom your payment(s) or were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- We will use reasonable efforts to complete all your Payments properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances
 - If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instructions or the Payment Instruction would exceed the credit limit of your overdraft account; The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment; you have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction

Account information, or the correct email address of the Receiver to whom you are initiating a Payment to;

- It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service, and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

9. Initiation of Payments Instructions. You may initiate (a) a one-time Payment Instruction to Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a receiver for which processing shall be initiated at a later specified date up to one (1) year in advance.

Payment Instructions initiated to Receivers are processed by providing the email address of the Receiver and the Service will contact the Receiver and request that the Receiver provide Eligible Transaction Account information in order to complete the Payment Instruction.

You understand and agree that when you initiate a Payment Instruction from an eligible Transaction Account using the Service, the processing of the Payment Instruction will begin and debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instructions. If you request a one-time Payment Instruction to be initiated on a specified date then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date. However, the payment funds will be transferred into the Receiver's Eligible Transactor Account no earlier than the next Business Day following the specified date.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information or nine (9) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a transaction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to you deleting the payment through your online banking SendMoney Widget.

10. Payment Cancellations. A Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Your ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on whether or not the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Before processing has begun the Sender will be able to use the SendMoney Widget within Sauk Valley Bank and Trust's online banking.

11. Service Fees. You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE PAYMENT INSTRUCTION IS SOLELY DUE TO OUR FAULT. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fess

associated with your standard deposit accounts (or other Eligible Transaction Accounts) will continue to apply.

12. Returned Payments. In using the Service, you understand the Receivers may reject payments or otherwise return payments. We will use reasonable efforts to complete Payment Instruction initiated through the Service.

13. Service Termination. We reserve the right to terminate your use of the Service at any time and for any reason or no reason. Termination shall not affect your liability or obligations under this Agreement.

14. Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it's terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall not be impaired otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership and License. You agree that Sauk Valley Bank and Trust retains all ownership and property rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Sauk Valley Bank and Trust's business interest or (iii) to Sauk Valley Bank and Trust's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy reproduce, distribute, or create derivative works from this content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. Disclaimer of Warranties. You agree your use of the services and all information and content including that of third parties is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

22. Limitation of Liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data, or other losses resulting from the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if Sauk Valley Bank and Trust has been informed of the possibility thereof.