

General Terms of Use

WELCOME TO THE PROVIDENCE BANK WEB SITE. PROVIDENCE BANK PROVIDES ACCESS TO ITS WEB SITE AND ITS PRODUCTS AND SERVICES TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING THIS WEB SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS WEB SITE.

Providence Bank may revise these Terms of Use at any time, without giving you prior notice by updating this posting. Any change to these Terms of Use will be effective upon the posting of such updated Terms of Use on this Web Site ("Site"). The most current version of the Terms of Use will be available by clicking the link at the bottom of this Site. By continuing to access or use the Products or Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use.

[Children](#)

Only the parent or legal guardian of a child under the age of 13 can access Providence Bank's Web Site, even when a deposit account has been established on behalf of the child. We do not use the Site to knowingly solicit information from or market to children under the age of 13 without parental consent. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should promptly contact us and we will delete such information from our files.

[Privacy Policy](#)

1. Information We Collect

Providence Bank collects three basic types of information through the Site – personal information, anonymous information, and location information. We also collect location information in connection with our mobile applications.

"Personal information" refers to information that identifies (whether directly or indirectly) a particular individual, such as information you provide on our forms, surveys, applications or similar online fields. Examples may include your name, postal address, email address, telephone number, Social Security number, date of birth or account information.

"Anonymous information" means information that does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual. Examples may include information about your Internet browser, information collected through tracking technologies (see "How We Collect Your Information" for additional information regarding our use of tracking technologies), demographic information that you provide to us (e.g., your household income) and aggregated or de-identified data.

"Location information" means information that may be collected by certain mobile applications that identifies your physical location.

2. How We Collect Information

Providence Bank collects personal information from you or about you when you provide this information to us directly. For example, we may obtain personal information when you request information, Products or Services from us, register on the Site or an Application, respond to surveys, contact customer support or otherwise interact with us. We may also receive information about you from other online and offline sources, such as public databases, social media platforms and other third parties. In addition, we may collect information about your activity on the Site automatically using tracking technologies, such as cookies, and pixel tags.

3. How We Use Collected Information

Providence Bank may use information that we collect in order to, among other things:

- Provide you with, or evaluate your eligibility for, Products and Services that you request from us;
- Communicate with you about your accounts or transactions with us;
- Send you important information regarding the Services, changes to this Policy and/or other similar administrative information;
- Allow you to participate in surveys, sweepstakes, contests and similar promotions, and to administer such promotions (note that these promotions may contain additional disclosures regarding our collection and/or use of your information);
- Consistent with local law, required disclosures, and choices and controls that may be available to you:
 - Send you offers and promotions for our Products and Services, or Products and Services that may be of interest to you;
 - Personalize content and experiences on the Services;
 - Verify your identity and/or location (or the identity or location of your authorized representative) for security, fraud prevention and other risk control purposes.

- Provide you with advertising based on your activity on the Services and on third-party websites and applications;
- Optimize or improve our Products and Service;.
- Detect, investigate and prevent activities that may violate our policies or be illegal;
- Comply with our legal and regulatory obligations;
- Enforce our terms and conditions and otherwise protect our rights and operations.

4. Online Tracking and Monitoring

Providence Bank and certain trusted Service providers operating on our behalf collect information about your activity on the Services using tracking technologies, including:

- Cookies Cookies are pieces of information that are stored directly on the device that you are using. They allow us to collect information such as the type of browser you are using, the amount of time you spend using the Services, the websites or applications you visit and the preference you have set up for your accounts. We use this information for such purposes as personalizing your experience, enhancing security, facilitating navigation, displaying material more efficiently, recognizing the device that you are using to access the Services and understand how the Services are used. The Services do not use cookies that capture personal unencrypted information about you.

You can choose to have your device refuse to accept any cookies, and the majority of devices and browsers offer additional privacy settings for cookies. You do this through your browser settings. Each device and each browser is a little different, so look at your device settings or your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you will not have access to many features that make your user experience more efficient and some of the Services will not function properly. Please note that you will need to manage your cookie settings for each device and browser that you use.

- Pixel tags, web beacons, clear GIFs and other similar technologies These are typically small pieces of data that are embedded in images on the Site, our Applications or certain e-mail communications. They may involve the transmission of information directly to us, to another party on our behalf or to another party in accordance with its privacy policy. We may use these technologies to bring together information we collect about you.

- Location tracking on mobile devices Certain applications on mobile devices may transmit information to us about your location. An example includes your physical location when you search for a nearby ATM using your mobile device. We may use that information to improve the products and Services we provide to you as well as improving our Services generally in your area. Information collected through tracking technologies is used for many purposes including, for example, to:
 - Provide useful features to simplify your experience when you use or return to the Services;
 - Deliver relevant content based on your preferences, usage patterns and location;
 - Monitor and evaluate the use and operation of the Services;
 - Analyze traffic on the Services and on websites or mobile applications of third parties.

We may associate this tracking data with any personal information you provide, in which case we will treat it as personal information.

- Other technologies We may use other technologies, such as the capture of screenshots while you are using the Services, to understand how you navigate and use the Services. This information helps us to better understand how the Services are used and to improve them.
- Do Not Track There is no industry standard for how Do Not Track consumer browser settings should work on commercial websites. Due to the lack of such standards our Site does not respond to Do Not Track consumer browser settings.

5. Other Information Collected Automatically

Browser or Device Information Certain information is collected by most browsers or automatically through your device, such as your Media Access Control (MAC) address, computer type (Windows or Macintosh), screen resolution, operating system name and version, device manufacturer and model, language, Internet browser type and version, and the name and version of the Services (such as the Application) you are using. We use this information to ensure that the Services function properly.

Application Information When you download and use an Application, we and our Service providers may track and collect usage data, such as the date and time the Application on your device accesses our servers and what

information and files have been downloaded to the Application based on your device number.

IP Address Your IP address is a number that is automatically assigned to your computer by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user accesses the Services, along with the time of the visit and the page(s) visited. Collecting IP addresses is standard practice and is done automatically by many websites, applications and other Services. We use IP addresses for purposes such as calculating usage levels, helping diagnose server problems and administering the Services.

6. Linked Websites

The Services may contain links to third-party websites not controlled by Providence Bank. We encourage you to be aware when you leave the Services and to read the privacy policies and terms of use of any such websites that may collect your personal information, as they will likely differ from those of the Services. Providence Bank does not guarantee and is not responsible for the privacy or security of these websites, including the accuracy, completeness or reliability of their information.

In addition, Providence Bank is not responsible for the information collection, use and disclosure practices (including the data security practices) of other organizations, such as Facebook, Apple, Google, Microsoft, BlackBerry or any other application developer or provider, social media platform provider, operating system provider, wireless service provider or device manufacturer.

7. Data Security

Your privacy is very important to Providence Bank and we are committed to protecting your personal information from unauthorized access or use. We will use reasonable organizational, physical, technical and administrative measures to protect personal information within our organization. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately notify us in accordance with the "Contact Us" section below.

In addition Providence Bank protects customers from liability for unauthorized online transactions. Certain conditions and limitations may apply. See your Deposit Account Agreement and your Online and Mobile Financial Services Agreement for details.

8. Preventing Identity Theft

In order to help us protect your personal information, it is important that you always keep your account information safe. Never share your personal ID, password or PIN with anyone, under any circumstances.

Note that Providence Bank will never initiate (unless otherwise stated for a specific product or Service application), a request via email for your sensitive information (e.g., Social Security number, personal ID, password, PIN or account number). If you receive an email asking for your sensitive information, you should be suspicious of the request and promptly contact us to report the suspicious activity.

Please be aware, however, that in certain telephone and in-person transactions we may ask for your full Social Security number, account number or other information to verify your identity before conducting the transactions you have requested. For example, we may ask for such information to verify your identity when you place a call to us, when you visit a Providence Bank branch office or when we call you about a new product or Service we believe that you will find valuable. We will never request that you disclose your personal ID, password or PIN under any circumstances, including such telephone or in-person transactions.

Additional information regarding identity theft and the steps you can take to help protect yourself from fraud can be found on the Federal Trade Commission website.

9. Children's Privacy

We do not use the Services to knowingly solicit personal information from or market to children under the age of thirteen (13) without parental consent. We request that such individuals do not provide personal information through the Services. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should promptly contact us and we will delete such information from our files. For additional information regarding the Children's Online Privacy Protection Act (COPPA), please visit the Federal Trade Commission website.

10. External Aggregation Services

You have the responsibility to help us protect your accounts by never revealing your username, password, or other credentials to any person or third party. By providing your username, password or other credentials to any person or third party (including an aggregation service) you authorize that person or third party to initiate transfers to or from your account.

Some third-party companies offer aggregation services that allow you to consolidate your financial account information from a variety of sources, such that you can view all your account information at a single online location. For example, an aggregation service might collect and consolidate your checking and savings account balances at your bank, the value of your stocks and bonds in your brokerage account and your frequent flier mileage information from an airline. In order to do so, the aggregator may request access to personal information - including identification information, account information, personal IDs and passwords - from you for each individual website.

Please use caution when providing personal information to an aggregation service. By providing your username, password or other credentials to an aggregation service you authorize that person or third party to initiate transfers to or from your account.

Should you decide to revoke the authority you have given to an aggregation service, you should notify the aggregation Service in addition to contacting us, in which case we may need to block your account until we issue new access codes.

11. Retention Period

We will retain your personal information for the period necessary to fulfill the purposes outlined in this Policy, unless a longer retention period is required by law.

13. Cross-Border Transfer

The Services are controlled and operated by us from the United States and are not intended to subject us to the laws or jurisdiction of any country or territory other than that of the United States.

Communications

Electronic mail ("e-mail") communication over the Internet is not confidential or secure. Providence Bank is not responsible for any damages in connection with an e-mail you send to Providence Bank or an e-mail you request Providence Bank send to you.

If you register for a Service offered by Providence Bank, you agree to provide true, accurate, current and complete information about yourself, if prompted by the Service registration form, and to maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Providence Bank has reasonable grounds to suspect that such information is untrue, inaccurate not current or incomplete, Providence Bank reserves the right to suspend or terminate you access to the Site and refuse any and all current or future use of the Site.

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Links to Other Websites

Providence Bank may establish links between this Site and one or more websites operated by third parties. Providence Bank has no control over any such other website or the contents therein. The existence of any such links shall not constitute an endorsement by Providence Bank of such website, the contents of the websites, or the operations of the websites. Providence Bank disclaims all liability for any other company's website content, products, privacy policies, or security. In the event you choose to use the Services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, services, products, or recommendations provided by the linked services, is based solely on the agreement, if any , between you and the linked site provider.

No Warranties

Although Providence Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively the "Contents"), on this Site, it makes no representation, endorsement, or warranty that such contents are accurate or suitable for any particular purpose. Providence Bank provides this Site, all content and the products and Services offered on this Site to you "as is" without any warranty of any kind, either express or limited. Providence Bank disclaims any and all such representations and warranties, express or implied, to the maximum extent permitted by applicable law including the warranties or merchantability, fitness for a particular purpose, security, accuracy, accessibility, non-interruption and noninfringement. Some state do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

Indemnification

To the maximum extent permitted by applicable law, you agree to release, indemnify, defend, hold harmless Providence Bank and any of its directors, agents, employees, contractors, agents, successors, affiliates and assigns, from and against all damages, claims, liabilities and expenses (including attorney's fees) brought by any person arising from or relating to your access and use of this Site, including without limitation any claims alleging facts that if true would constitute a breach by arise of these terms and conditions.

Laws and Regulations

The Terms constitute the entire agreement between you and Providence Bank with respect to your access to this Site and governs your use of the Site, superseding any prior agreement between you and Providence Bank. Notwithstanding the foregoing, authorized users may be subject to additional terms and conditions as set forth in any other applicable Bank online Services agreement. You agree that Missouri Law, without regard to conflicts or law principles, shall govern your access to and use of this Site, except to the extent such laws are preempted by federal law or regulation. You and Providence Bank agree, to the maximum extent permitted by applicable law, to submit to the personal and exclusive jurisdiction of the state or federal courts located within Boone County, Columbia. Unless otherwise specified, this Site is controlled and operated by Providence Bank from its offices within the state of Missouri. Providence Bank makes no representation that materials in this Site of the Services are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Providence Bank reserves the right to seek all remedies available at law and in equity for violations of these terms and conditions, including the right to block access for a particular internet address to the Site.

This Site is intended for use only in the United States. The failure of Providence Bank to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such rights or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must give us notice of any claim or course of action (a "Claim") arising out of or related to the use of the Site within one (1) year after you became aware of the material facts and circumstances giving rise to such Claim and any Claim must be filed within two (2) years after such claim arose or be forever barred.

Limits of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDENCE BANK , ITS AGENTS, AFFILIATES, OR CONTRACTORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES, SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY DIRECT, COMPENSATORY,

INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, WHETHER UNDER A CONTRACT, TORT OR OTHER THEORY OF LAW, ARISING OUT OF USE OF THIS WEBSITE OR THE SERVICES OFFERED, IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OR USE RELATED TO THE WEBSITE OR ANY WEBSITE OPERATED BY ANY THIRD PARTY, EVEN IF PROVIDENCE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THE TERMS, PROVIDENCE BANK SHOULD HAVE ANY LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE TERMS, THE WEBSITE OR THE SERVICES, YOU AGREE SUCH LIABILITY SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS CLAUSE GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.