



STUDIO

A BOUTIQUE BANK

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Effective Date: October 1, 2018

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This Website and any of the services provided by Studio in connection with this Website (the “Services”) are being provided to you expressly subject to these Terms of Use, which govern your use, and our collection, processing, transfer and storage of data from visitors to the Website. These Terms of Use apply only to the data collected on the Website and not to other data collected or processed by Studio.

“Services” under these Terms of Use include financial services for consumers and businesses offered to you directly by Studio, and additional services available to you from independent third-party service providers accessed through links or other navigation from the Website. Your use of the Services is governed by certain agreements related to such Services and related addendums (collectively, the “Service Agreements”). If there is a conflict between these Terms of Use and the Service Agreements, such agreements will control.

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If you are enrolled in Studio Online Banking;

- Your use of the Online Banking Services is governed by certain agreements related to such Services and related addendums (collectively, the “Online Banking Agreements”), and
- If there is a conflict between these Terms of Use and the Online Banking Agreements, such agreements will control.

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you are using a secure Web browser. Please contact us with any concerns or comments about such third-party websites.

WEB CONTENT AND MATERIALS

Not all of the Services are available in all geographic areas. You may not be eligible for all the Services described on this Website. Your eligibility for particular Services is subject to our final determination and acceptance. Studio may discontinue or make changes in the Services at any time. Any dated information is published as of its date only. Studio reserves the right to terminate or change any or all Web offerings without prior notice to you.

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SECURITIES LAW AND OTHER DISCLOSURES

The information herein is not an offer to sell, or to solicit an offer to purchase any securities by anyone in any jurisdiction in which such offer or solicitation is not authorized, or in which Studio or the person making such an offer is not qualified to do so, or to anyone to whom it is unlawful to make such an offer or solicitation, or to anyone in any jurisdiction outside of the United States.

Investment products and services, including, but not limited to securities (including mutual funds) and annuities, are (i) not bank deposits and are not FDIC insured, (ii) not obligations of or guaranteed by Studio and (iii) products that involve investment risks, including the possible loss of the principal amount invested.

INFORMATION COLLECTED THROUGH THE WEBSITE

Studio collects information from Website visitors and also obtains information from third parties (including from service providers) in the course of providing our mortgage and loan origination services which we may add to the data we obtain through the Website. The information collected through the Website includes:

- Personal and Loan-related Information. You may provide us information about you, which may include personal information and information relating to or necessary for the initiation, processing, or completion of certain financial transactions, including the issuance of loans.
- Transactional Information. We may also create transactional records of each of the transactions or other events occurring through the Website. This transactional information is generally collected (i) to enable our Services, including loan document creation, origination, management, and distribution, (ii) to enable the services provided by third parties (including determinations regarding qualification for loans or the interest rates to be applied to loans), and (iii) to enable Studio Bank to comply with various legal obligations.
- Device and Usage Information. Like most online services, the Website collects standard technical, non-personal information when you use it, including internet protocol (IP) addresses, browser types, internet service providers (ISPs), the pages and content you view or interact with on the Website, the information you search for, and the dates and times that you visit the Website.
- Cookies and Other Technologies. The Website collects certain information through the use of “cookies” and other tracking technologies. Cookies are small files that your browser places on your computer. We may use session cookies, persistent cookies, and other tracking technologies to better understand how you interact with the Website, to monitor usage by our users and web traffic routing on our services, and to improve and personalize the Website. Many Internet browsers automatically accept cookies. You may be able to instruct your browser to stop accepting cookies or to prompt you before accepting cookies from the websites you visit. Google provides some additional privacy options relating to Google analytics, described at www.google.com/policies/privacy/partners/. We do not respond to “do not track” browser signals at this time. We may also use web beacons, which are transparent graphic images on a webpage or within the body of one of our marketing emails, to allow us to measure visitor actions and assess the effectiveness of our email marketing campaigns. For example, we use web beacons in our email marketing to track instances where a user clicks through a link in the email.

HOW WE USE INFORMATION

We and service providers working on our behalf use information collected on the Website in a variety of ways intended to provide the Website and Services and to operate our business, including the following:

- To Provide our Services. We use the information that we collect (i) to operate, maintain, enhance and provide the Website and our Services, (ii) to provide other services and information that you request, and (iii) to provide customer support to you and other parties.
- To Improve, Analyze, and Personalize the Website and Services. We use the information that we collect to understand and analyze usage trends and preferences; to monitor and analyze the effectiveness of the Website and Services; to improve the Website and Services and develop new products, services, features, and functionality; and to personalize the Website and Services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you use the Website, or providing customized content and information.
- To Contact You. We may use your email address or other information we collect to contact you for administrative purposes such as customer service or to send communications, including marketing or promotional communications, relating to the Website and Services. Generally, you have the ability to opt out of receiving promotional communications as described below.
- Aggregate Data. We aggregate data collected through the Website and use it for purposes such as creating and sharing reports about the use of our products and services, including users’ interests, usage patterns, and trends.

- Advertising. We may use non-identifiable information that you provide or that we collect to improve or tailor the effectiveness of advertising on the Website and to provide advertisements and other content that is tailored to you.

HOW WE SHARE INFORMATION

We may share, transfer, or disclose your information if you consent to us doing so, as well as in the following circumstances:

- To Service Providers. We work with third party service providers to provide services including loan or transaction processing or administration; Website hosting and other similar services, development and maintenance; advertising and marketing services; and other services related to the Website and Services for us. These third parties may have access to or process your information as part of providing those services for us. Generally, we limit the information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such information. These service providers are not permitted to use information we share that might identify you for any purpose other than to provide services to Studio or to you.
- In Aggregate Form. We may make certain aggregated non-personal information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding our users' interests, usage patterns, and borrowing and loan origination trends.
- Compliance with Laws and Law Enforcement; Protection of Our Rights. We may disclose your information (including your personal information) to a third party if (a) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request, (b) to enforce our agreements, policies and terms of service, (c) to protect the security or integrity of the Website or Services, (d) to protect the property, rights, and safety of Studio Bank, our users or the public from harm or illegal activities, (e) to respond to an emergency which we believe in the good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person, or (f) to investigate and defend ourselves against any third-party claims or allegations.
- In Significant Business Transactions. Your information, including personal information, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

OUR POLICY CONCERNING CHILDREN

The Website is not directed to children under 13, and we do not knowingly collect any personal information from children under the age of 13 through the Website. If we become aware that a child under 13 has provided us with personal information through the Website, we will take steps to delete such information.

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GOVERNING LAW AND VENUE

Studio Bank, a banking corporation chartered under the laws of the State of Tennessee, maintains this Website for itself and for certain Affiliates. Accordingly, your general use of this Website is subject to the terms and conditions herein which shall be interpreted according to Tennessee law, without regard to its conflict of law provisions, and to the laws of the United States, except where otherwise provided in any of the agreement or addendums governing the Services referenced in this Website.

SEVERABILITY; NO WAIVER

To the extent any portion of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use, as modified, shall continue in full force and effect. No waiver by Studio of any right under or term or condition of these Terms of Use will be deemed a continuing waiver of such right, term or condition or a waiver of any other right, term

REGISTRATION INFORMATION

You may be invited to register at the Website to help us tailor the Service for your personal and business financial needs and to alert you of other products and services for you or your business. In registering for the Service, you agree to provide accurate, true, current, and complete information about you and your

business as requested by the registration screens. As a convenience to you, a profile for you or your business may be created based on the registration information that you provide.

FEEDBACK

You agree that any and all suggestions, comments, and feedback that you submit at or via this Website in connection with any Studio products and services (“Feedback”) shall be deemed to be non-confidential. Studio shall have no obligation to keep such Feedback confidential, except as otherwise specifically agreed or required by law. Studio also shall be free to use or exploit in any way and for any purpose any Feedback without any restriction of any kind. Such Feedback may include ideas for new or improved products or services, concepts, know-how, techniques, etc.

ACCESS CODE FOR ONLINE APPLICATIONS

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SECURITY

Studio has certain measures in place to maintain the security, confidentiality and integrity of the information gathered through the Website, and to help protect against the loss, misuse and alteration of such information. While we take measures to protect your personal information against security breaches and unauthorized access, we cannot guarantee that our safeguards will be effective all of the time against all security threats.

HOW TO ACCESS AND UPDATE YOUR INFORMATION

You can access and update the information that you have provided to us as follows:

- If you are a Studio customer, you can access and update certain personal information in connection with your account or application by logging into your account online.
- You may contact us at info@studiobank.com and request to review, amend or delete certain personal information collected by us.
- Please note that we may not be able to delete all information we collect through the Website.
- You may opt-out of receiving marketing emails at any time by following the steps to “unsubscribe” described in the footer of our marketing emails. Your opt-out will become effective in 10 days or less.

CONTACT US

If you have any questions, comments or concerns regarding the Terms of Use or Consumer Privacy Notice and/or practices, please send an email to: info@studiobank.com.

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