

ELECTRONIC BANKING SERVICES AGREEMENT AND DISCLOSURE

READ THIS SERVICES AGREEMENT AND DISCLOSURE CAREFULLY AND PRINT A COPY FOR YOUR FILES.

This services agreement contains important information concerning Independent Bank's electronic banking services, herein sometimes referred to as "Electronic Banking" "Electronic Banking Services, "Online Service(s)", "Mobile Banking", "ONE Wallet Digital Banking", "Services" and/or "services".

FEES AND CHARGES

Enrollment in ONE Wallet Digital Banking is free for consumers. Certain transactions, such as expedited bill payments, will include a fee. If so, that fee will be disclosed at the time of the requested transaction and must be agreed to prior to the completion of the request; if not agreed to, the request will not be completed.

Enrollment in ONE Wallet Digital Banking is free for business customers. Certain transactions, such as expedited bill payments, will include a fee. If so, that fee will be disclosed at the at the time of the requested transaction and must be agreed to prior to the completion of the request; if not agreed to, the request will not be completed.

You agree to promptly pay all applicable fees and charges for the Services and authorize us to charge an account designated (herein, "Fee Account") for such fees or charges. If your Fee Account has insufficient funds to cover payment of fees, we may deduct the fee from any other deposit account that you may have with us. For details on our current fees, please refer to our fee schedule available at www.independentbank.com.

You agree that we may change the terms of this Services Agreement and Disclosure, including the fees at any time, and you will be notified of any such change. You understand that by using the Services after any change becomes effective, you have agreed to the changes. You may also view our Funds Availability Policy Disclosure and Overdraft Privilege disclosure located on our website. A link to this disclosure is included in the "Additional Policies And Disclosures" section of this document.

GLOSSARY OF SERVICES

Electronic Banking consists of several services. The following is a glossary of those services. It includes brief descriptions of the services and indicates in which section of this document the services are covered in further detail. One or more of these services may require that you specifically enroll for that service. At the time of enrollment for that particular service you may be presented with terms and conditions specific to that service.

Your agreement to those terms and conditions will be required in order to enroll for that service.

ONE Wallet Digital Banking. ONE Wallet Digital Banking is a service that allows enrolled users to view account information and perform certain account-related functions, such as transfers. See section 1 for further details.

IB ONE Wallet. IB ONE Wallet is Independent Bank's mobile app. See section 2 for further details.

Credit Score. Credit Score is a free, optional service available to ONE Wallet Digital Banking personal users and is provided by SavvyMoney. After enrolling, you will have 24/7 access to your credit score and report, personalized pre-qualified offers, and tips and tools designed to help maximize your scores. See section 3 for further details.

Text Banking. Text Banking is a service that allows you to access account information by sending and receiving SMS text messages. See section 4 for further details.

Mobile Deposit. Mobile Deposit is a service that allows you to deposit a check by uploading a picture of its front and back. See section 5 for further details.

Bill Pay. Bill Pay is a service that allows you to initiate payments through ONE Wallet Digital Banking. See section 6 for further details.

Zelle. Zelle is a service that allows you to transfer money electronically to family and friends. See section 7 for further details.

My Cards. My Cards is a service providing you the ability to activate your card, set or change your PIN, inform us of travel plans, and set spending limits. This service is not available for ONE Wallet Digital Banking Business users or minors. See section 8 for further details.

External Transfers. External Transfers is a service that allows you to transfer money between your Independent Bank account and accounts at other institutions. This service is not available for ONE Wallet Digital Banking Business users or minors. See section 9 for further details.

IB Customer Transfers (Unlinked Account Manager). IB Customer Transfers is a service that allows you to transfer money to other customers' Independent Bank accounts. See section 10 for further details.

Single Sign-On Services. Various sign-on services can be launched from within ONE Wallet Digital Banking without requiring separate login. See section 11 for further details.

ADDITIONAL POLICIES AND DISCLOSURES

This agreement refers to additional policies and disclosures governing deposit accounts. The following disclosures can be located on our website via the links below:

- ● [Funds Availability Policy](#)
- ● [Retail Fee Schedule](#)
- ● [Overdraft Privilege Disclosure](#)
- ● [Privacy Policy](#)

CUSTOMER SERVICE

Independent Bank's Customer Connection Hub can be contacted in the following ways:

- ● By calling 800.355.0641.
- ● By chatting with us via ONE Wallet Digital Banking or our website, www.independentbank.com.
- ● By sending mail to the following address:

Customer Connection Hub
Independent Bank
4200 East Beltline Ave NE
Grand Rapids, MI 49525

AGREEMENT OVERVIEW

THIS SERVICES AGREEMENT CONTAINS IMPORTANT TERMS AND CONDITIONS CONCERNING INDEPENDENT BANK'S ELECTRONIC BANKING SERVICES AND PERMITS INDEPENDENT BANK AND THE CUSTOMER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW.

As used herein, the words "you" or "your" mean the consumer or business that has enrolled in the Independent Bank Electronic Banking Services, and "we", "us" or "our" refers to Independent Bank. Unless the context indicates otherwise, "Account" or "accounts" refer to your Independent Bank deposit and/or loan accounts that you have designated for use with the Services.

If you wish to enroll and consent to our Electronic Banking Services Agreement and Disclosure Agreement, you may print or electronically save a copy of the document, click where indicated to agree, and proceed with your enrollment. By your consent you agree that we may provide you with all disclosures, notices and other communications and other documents (See The Scope of Communications to Be Provided in Electronic Form section below) about Electronic Banking, including the Electronic Banking Services Agreement and Disclosure and any future amendments, in electronic form. You may download or print the documents from your electronic device. (At your request, we will provide you with a paper copy of any of the disclosures you have agreed to without a fee.) You have the right to withdraw this consent without any fee, but if you do, we will send you paper periodic statements. Refer to the retail fee schedule to determine whether this will result in fees. You have the right to obtain copies of any of the documents we provided electronically. Electronic documents may not be available for all account types. Withdraw your consent to our electronic disclosures by contacting our Customer Connection Hub.

Your consent to our electronic disclosures and Communications described below is required for you to access Electronic Banking. If you do not consent to our electronic disclosures, close out of the agreement within the enrollment screen or cancel your submission.

ACCEPTANCE

This Agreement contains important terms and conditions which govern the various Independent Bank Electronic Banking services. Any and all Independent Bank accounts accessed via or provided by us as part of the Electronic Banking Services are governed as well and subject to the applicable Deposit Account Agreements, Loan Documents, Disclosures and other documents or materials related to such accounts. You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this Services Agreement.

It is your responsibility to provide us with your current email address, contact information, and other information related to this Agreement and Disclosure and to your account(s), and to maintain and update promptly any changes to this information. You can update information (such as your email address) in ONE Wallet Digital Banking or by visiting your nearest branch location.

All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and Disclosure and any other communication that is important to you.

ONLINE SERVICE E-SIGN DISCLOSURE

This Online Service E-Sign Disclosure and Consent ("**Disclosure**"), applies to all Communications for those products, services and Accounts offered or accessible through the Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. This also confirms that your electronic signature entered as a "check box" is valid for all on-line account agreements and has the same authority and effect as your hand written signature.

The words "**we**," "**us**," and "**our**" within this ONLINE SERVICE E-Sign Disclosure refers to the Independent Bank, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means an account you have with us. "**Communication**" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

"**Online Service**" refers to any Independent Bank Electronic Banking service.

Scope of Communications to Be Provided in Electronic Form. YOU AGREE THAT WE MAY PROVIDE YOU WITH ANY COMMUNICATIONS IN ELECTRONIC FORMAT, AND THAT WE MAY DISCONTINUE SENDING PAPER COMMUNICATIONS TO YOU, UNLESS AND UNTIL YOU WITHDRAW YOUR CONSENT AS DESCRIBED BELOW.

Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Online Service for your Account. As an example, Independent Bank may send by e-mail legally required notification of changes to terms and conditions related to the Online Service.

- ● Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- ● Privacy policies and notices
- ● 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
- ● Monthly (or other periodic) billing or account statements for your Account(s)
- ● Miscellaneous account notices and disclosures
- ● Tax statements related to your Account(s).

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

How to Withdraw Consent. You may withdraw your consent to this Disclosure at any time by sending a secure message to that effect. The secure electronic messaging service may be accessed within ONE Wallet Digital Banking. Also, you can withdraw consent by sending a signed letter to that effect to the address below.

Customer Connection Hub
4200 East Beltline
Grand Rapids, MI 49525

See Customer Service section for address. If you terminate your online banking service, you have effectively withdrawn your consent to receive e-statements. At our option, we may treat your provision of an invalid email address or the malfunction of a previously valid email address as withdrawal of your consent to receive e-statements.

How to Update Your Records. It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the ONE Wallet Digital Banking or by contacting us at **800.355.0641**.

Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- ● an Internet browser that supports 128 bit encryption
- ● an e-mail account with an Internet service provider
- ● software that enables you to view files in the Portable Document Format ("PDF").

You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of an online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser and device requirements.

Requesting Paper Copies. 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 electronic Communication to you. To request a paper copy, contact us by telephone, or by logging in to the ONE Wallet Digital Banking and send a request using your secure electronic messaging service (a feature allowing you to send messages to, and receive them from, Independent Bank's Customer Connection Hub). We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide electronically.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your 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.

REQUIREMENTS FOR UTILIZATION OF ELECTRONIC BANKING

(a) Account Access - To access or utilize your account(s) via the Services, you must have at least one eligible deposit or loan account, a Customer Identifier ("User ID"), a password (the "Password") and additional login credentials, See subsection (e) below. You may only designate accounts that you own jointly, individually or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require to permit access to your account. If you apply for an account or service via Electronic Banking or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you.

(b) Joint Accounts - If you have designated a joint account to be accessible via the services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person.

(c) Special Withdrawal Limitations. Banking regulations limit your ability to transfer funds between certain accounts, as described in the terms and conditions governing your deposit account (the "Deposit Agreement").

(d) Limitations and Dollar Amounts for Transfers. Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons, see our Funds Availability policy for further details. A link to this disclosure is included in the "Additional Policies and Disclosures" section of this document.

(e) Login Credentials. The following login credentials may be available to you. Password, Passcode, TouchID or Face ID. Your particular electronic device will determine which of these login credentials will be available for you. We will be entitled to act on all instructions received under your login credentials. Since your login credentials are used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password, Passcode, TouchID or Face ID has been compromised, and you also agree not to reveal your Password or Passcode to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password and Passcode. You may change your Password or Passcode at any time while you are using the Services. To assist us in maintaining the security of your Services account(s), we may revoke, suspend or cancel your Password, Passcode, TouchID or Face ID at any time without giving you prior notice.

You agree not to use your Password, Passcode, TouchID or Face ID for any transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal or transfer upon demand and any associated fees such as overdraft and NSF fees. See your Retail/Business Fee Schedule(s) and/or Deposit Account Agreement, as applicable. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us.

(f) TouchID. TouchID is a feature of the IB ONE Wallet Digital Banking mobile app which gives you the ability to use fingerprints in place of your login ID and password as the means of authentication necessary to access your account for the mobile banking session. This feature is available only to customers with compatible mobile devices. Fingerprints are encrypted and stored on the device only and are not made available to any other service providers, including Independent Bank. It is recommended that you do not allow any other individual's fingerprints to be entered on the device while using this feature. If this is allowed, you understand that the individual(s) whose fingerprints are stored on the device may have the ability to authenticate in your mobile banking session and have access to sensitive data and account functionality. You are solely responsible for any access granted to your mobile service.

(g) Protecting Your Account. You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down where it can be accessed by others, and change it periodically. Properly constructed credentials afford you a greater degree of security and are more secure if:

- ● They contain more characters,
- ● Those characters are both alpha and numeric characters
- ● They consist of both upper and lower case letters

If your login criteria is entered incorrectly on several consecutive attempts, your access to the Services will be blocked. To activate if your access is blocked, please call Customer Connection Hub. You should also take precautions to protect your personal identification information, such as your driver's license number, Social Security number, etc. Someone may use this information alone, or in conjunction with other information, to access your account(s). If you believe that your login credentials have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, notify us immediately by calling Customer Connection Hub. We reserve the right to deny access if user verification cannot be determined.

If you disclose or otherwise provide your debit or ATM card numbers, account numbers, PINs, Password, Passcode, TouchID or Face ID to any person(s) or entity, you assume all risks and losses associated with such disclosure.

(h) Your Electronic device. You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of our online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser and device requirements.

(i) Secure Electronic Messaging Services. You may communicate with us through our secure messaging service within ONE Wallet Digital Banking. To ensure the security of your account information, we encourage you to use only this service when submitting information to us regarding your account.

(j) New Services. We may, from time to time, introduce new Electronic Banking services. You will be notified of these services and we may update this Services Agreement to incorporate any new services. If you are a consumer, your use of the new services will signify your acceptance of the terms and conditions governing these new services. We require proper authorization before providing certain requested services to business entities.

(k). Fees and Charges. The fees and charges related to the Services are set forth in the “Fees and Charges” section located on the first page of this document.

(l) When You May Access Your Account. Subject to events such as periodic service interruptions, scheduled and/or unscheduled maintenance, conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. As noted above, however, there may be times when some or all of the Services may not be available.

1. ONE WALLET Digital Banking

(a) What You Can Do. If you have enrolled in ONE Wallet Digital Banking, you may:

- Obtain balance information, account detail information, and transaction history on all eligible accounts enrolled in Electronic Banking. Unless otherwise noted, transactional history reflects activity through the close of business of the previous business day. For Electronic Banking, our business days are Monday through Saturday, excluding federal holidays.

- Transfer funds between designated accounts. Transfers will be declined if there are not sufficient funds.

(b) Balance Inquiries. You may use Text Banking (see “Text Banking” in Section 4) or ONE Wallet Digital Banking to check the balances and recent activity of your Account(s). The balance shown may not be your actual available balance. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process.

(c) Funds Transfers between Bank Accounts. A feature to one or more of our Electronic Banking Services allows you to transfer funds between eligible accounts. An "eligible account for funds transfer" is an Account linked to the Electronic Banking Service that does not have withdrawal restrictions. Eligibility is based on account type and customer to account relationship. When you request a transfer of funds between your accounts, you authorize us to withdraw the necessary funds from the Independent Bank account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are not sufficient funds in the account you have designated. If you request a funds transfer on a weekend or holiday, we will transfer the funds from the designated account on the next business day. You will not be able to cancel funds transfer requests between accounts once they are submitted. Please see our Funds Availability Policy for more information. A link to this disclosure is included in the “Additional Policies And Disclosures” section of this document, above.

Special Note: Accessing an existing line of credit you have with us for a funds transfer shall be subject to the terms and conditions of your line of credit agreement. Please see your credit agreement for details.

(d) Alerts.

- Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your ONE Wallet Digital Banking account, such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you and sent to your e-mail address. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not. These alerts provide important information related to your online security or account activities.
- Voluntary Account Alerts must be activated.

- Voluntary Account Alerts allow you to choose alert messages for your accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.
- Both Automatic Alerts and Voluntary Account Alerts are subject to the following:
 - We may add new Automatic and Voluntary Account Alerts from time to time, or cancel old alerts. We may notify you when we cancel alerts, but are not obligated to do so.
 - Alerts will be sent to the email address you have provided as your primary email address for ONE Wallet Digital Banking. You may also choose to have voluntary alerts sent to a mobile device that accepts text messages. If there is a change to your email address or mobile phone number, you are responsible for informing us of that change. While Independent Bank does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses will apply to all corresponding Alerts.
 - You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
 - Because alerts are not encrypted, we will not include your credentials or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

(e) Stop Payments. You may initiate stop payment requests through ONE Wallet Digital Banking only for paper checks you have written (non-electronically) on your bank account. Stop payments made through the Services after the cutoff time will be deemed received the next business day. The cutoff time is disclosed within ONE Wallet Digital Banking. By placing a stop payment order online, you have authorized, directed and requested us to stop payment on the check requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs

and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for the check, that this stop payment order shall be of no effect. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in Michigan. This stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period.

You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your Fee Account. Refer to the current schedule of fees for your account. This schedule can be found on our website via the link included in the “Additional Policies And Disclosures” section of this document.

(f) Customer Service. If you need assistance with ONE Wallet, or if you need to communicate with Independent Bank, please notify us by:

- Sending a secure electronic message after logging into ONE Wallet Digital Banking.
- Contacting our Customer Connection Hub.

2. IB ONE WALLET

IB ONE Wallet is an app allowing access to ONE Wallet Digital Banking. It is available for smartphone devices, such as Android and Apple phones.

Initial login requires entry of your user ID and password. After initial login, you may set up alternative ways to login: a four-digit Passcode; TouchID (fingerprint); or Face ID (login via facial recognition). Not all options may be available, depending on your device and operating system.

You may enable “Fast Balances” on the IB ONE Wallet app. Enabling Fast Balances allows you to access balance information for accounts you have designated without having to log into ONE Wallet Digital Banking. Current and available balances will be displayed. Independent Bank is not responsible for the displaying of this information to anyone who accesses your device.

3. CREDIT SCORE by SavvyMoney

Credit Score is a free, optional service available to ONE Wallet Digital Banking personal users and is provided by SavvyMoney. After enrolling, you will have 24/7 access to your credit score and report, personalized pre-qualified offers, and tips and tools designed to help maximize your scores. Upon enrollment in Credit Score you will be presented with Terms of Service that must be agreed upon as a condition of enrollment.

4. TEXT BANKING

Text Banking is a feature of ONE Wallet Digital Banking that allows Electronic Banking customers to access their account balances via text messaging from their mobile device. If your mobile device is lost or stolen, the service can be immediately disabled by logging into ONE Wallet on a computer or other device. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. Standard messaging rates may apply.

5. MOBILE DEPOSIT

Mobile Deposit enables Independent Bank electronic banking customers using compatible mobile devices to submit images of the front and back of certain checks and transmit them electronically to Independent Bank for deposit into eligible accounts.

(a) Funds Availability. The Funds Availability Policy Disclosure for checking accounts as well as the funds availability requirements of Federal Reserve Board Regulation CC (“Reg CC”) does not apply when checks are deposited through Mobile Deposit. Approved deposits made through Mobile Deposit generally will be available between the first and second business day after the deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us at our discretion. All deposits are subject to verification procedures and may be refused, limited or returned for any reason. We will not be liable for doing so even if these actions cause outstanding checks or other debits to your account to be dishonored or returned. You may view our Funds Availability Policy Disclosure, and our Overdraft Privilege Disclosure, on our website. A link to this disclosure is included in the “Additional Policies And Disclosures” section of this document.

(b) Deposit Requirements. You agree that only checks drawn on U.S. financial institutions will be deposited through Mobile Deposit. The image of the check sent to us shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. All items and checks must be legible and agree with the technical standards set forth by the Federal Reserve Board, our regulatory agencies or processors. We are not responsible for rejection or delays related with your deposit that result from poor image quality. You will not use Mobile Deposit to deposit any of the checks as described below:

- Checks not payable to consumer or commercial account holders which possess an authorized relationship to the account in which the funds are deposited.
- Checks that you have already deposited or presented to a financial institution, including us. You will not attempt to negotiate checks that have a stop payment placed;
- Checks believed to be altered, fraudulent, or substitute checks;
- Checks for which there are insufficient funds;
- Foreign Checks, travelers checks, money orders, or savings bonds;
- Checks drawn on a financial institution outside the United States;
- Checks that otherwise violate these terms and conditions.

(c) Technology Requirements. In order to use Mobile Deposit, you must obtain, use, and maintain, at your expense, a compatible device(s). We are not responsible for any third party hardware or software you may need to use Mobile Deposit. We may also change requirements at any time or may require you to upgrade to the most recent version of the IB ONE Wallet app to continue using Mobile Deposit.

(d) Errors and Omissions. We are not responsible for any errors or losses that may incur as a result of processing, technical, or transmission problems. If you become aware of an error regarding a deposit through Mobile Deposit, notice needs to be provided to us no later than 30 calendar days after the applicable account statement is sent. Unless we hear otherwise from you during that time, all deposits made through Mobile Deposit will be considered correct and no claim made after 30 calendar days will be accepted.

(e) Requirements for Using Mobile Deposit. By using Mobile Deposit you agree with the following parameters:

- All items will be endorsed with your name(s) or business name and “For Mobile Deposit Only” on all checks prior to depositing a check through Mobile Deposit;

- The original check is your responsibility, including storage, retrieval and destruction. Once the deposit is complete, note the date of deposit and “Mobile Deposit” on the check and maintain it for 14 calendar days. Destroy the check after verifying that it has been credited to your account;
- All information provided to us is accurate and true, including the front and back of the images transmitted to us;
- Agreement to comply with all laws and regulations as well as the terms and conditions as applicable to you in the use of Mobile Deposit;
- You agree to hold us harmless from any loss or expense associated with your usage or breach of these terms and conditions.

6. BILL PAY

Bill Pay is a service allowing you to initiate payments to people and companies through ONE Wallet Digital Banking. Payments may be sent electronically or as physical checks.

During the enrollment process you will be prompted to review and accept the terms and conditions for the Bill Pay/Zelle services. You will be presented with the terms and conditions for both Bill Pay and Zelle when enrolling in Bill Pay.

You must accept the terms and conditions in order to complete enrollment and access the Bill Pay and Zelle services.

7. ZELLE

Zelle is a service allowing you to initiate electronic payments to other people.

During the enrollment process you will be prompted to review and accept the terms and conditions for the Bill Pay/Zelle services. You will be presented with the terms and conditions for both Bill Pay and Zelle when enrolling in Bill Pay.

You must accept the terms and conditions in order to complete enrollment and access the Bill Pay and Zelle services.

8. MY CARDS

My Cards via ONE Wallet Digital Banking helps you control your credit and/or debit cards through your mobile device, making it easy to manage your finances on the go.

- receive alerts
- manage cards

- ● activate cards
- ● set PIN numbers

Upon enrollment in Credit Score you will be presented with Terms and Services that must be agreed upon as a condition of enrollment.

9. EXTERNAL TRANSFERS

Our External Transfers service enables Independent Bank Electronic Banking customers to transfer funds between internal checking or savings accounts with Independent Bank and checking, savings or brokerage accounts at other institutions. This service is available through ONE Wallet Digital Banking. When you enroll in ONE Wallet Digital Banking, you will be presented with these terms of use which you will be required to accept prior to adding external transfer accounts. You will be presented the choice to initiate a payment that day or for a future date as a single transaction or on a recurring basis; however, transfers will not be received the same day they are initiated (please see “(f) Timeframe” below). Cutoff times are disclosed within ONE Wallet Digital Banking and are subject to change.

The lettered sections below (a-f) describe various features of our external transfers service.

(a) Setup. To add an external account, you will need to log into ONE Wallet Digital Banking. Then, select “Add External Account” from the “Pay/Transfer” dropdown menu. You will be required to provide the associated routing and account numbers for the receiving institution. In order for us to verify that these receiving accounts are eligible for this service, small trial deposits (deposits totaling less than \$1) will be made into the receiving account between 1-3 business days. Those trial deposits will then be debited from the receiving account. You will receive an e-mail alert advising that the trial deposits have been made and providing instructions on how to proceed.

(b) Cancellations. External transfers may be cancelled up to the posted cut-off time. To cancel, log into Independent Bank’s ONE Wallet Digital Banking, and cancel. In the event that you need assistance in doing so, please contact Customer Connection Hub.

(c) Errors and disputes. In the event an error occurs, such as your Independent Bank account being debited twice for a single transfer, please contact Customer Connection Hub. If you become aware of an external transfer you did not authorize, you should contact Customer Connection Hub.

(d) Timeframe. Transfers should be received in the receiving account between 1-3 business days. In the event that a transfer is not received during this timeframe, please contact Customer Connection Hub. Please note that pursuant to its policies and procedures the receiving financial institution could place a hold on the funds or otherwise delay

availability. External transfers will be debited from your account within one business day of having been initiated.

(e) Fees. You will not be charged a fee to send external transfers. Please contact the receiving financial institution to determine whether it will charge a fee for receiving external transfers.

(f) Removal of external transfer capability. In the event that you advise Independent Bank of suspected fraud regarding your Account the ability to perform external transfers may be suspended or removed. If Independent Bank makes a business decision to close your Account, the ability to perform external transfers will be removed.

10. IB CUSTOMER ACCOUNTS (UNLINKED ACCOUNT MANAGER)

When logged into ONE Wallet Digital Banking, you may add Independent Bank accounts on which you are not a signer for the purposes of transferring to them. As an example, if a friend or relative has an account of his or her own with Independent Bank, you may add the account within ONE Wallet Digital Banking, after which point you may make electronic transfers to that account. To add an IB Customer Account, you will be required to enter and confirm the account number, and select whether it is a checking or savings account. You are responsible for correctly inputting the account number. In the event that you experience difficulties with this service, including transfers you initiate not being received, please contact Customer Connection Hub.

11. SINGLE SIGN-ON SERVICES

As a convenience, ONE Wallet Digital Banking offers single sign-on access to other Electronic Banking Services. This means that, having logged into One Wallet Digital Banking, you can launch certain other services from within ONE Wallet Digital Banking without having to enter identifying information (such as a user ID or password).

Additionally, you may begin the application process for other Independent Bank accounts, such as deposit accounts, credit cards, loans and/or mortgages, within ONE Wallet Digital Banking. As a convenience, information such as your name, social security number, and contact information may prefill.

You are responsible for maintaining the privacy of your login credentials and are responsible for any applications made through your ONE Wallet Digital Banking login.

INDEPENDENT BANK'S RESPONSIBILITY TO YOU REGARDING ELECTRONIC BANKING

(a) We will be responsible for 100% of your late fees if directly caused by our failure to:

- Complete a funds transfer or a bill payment to or from your account on time.

- ● Cancel a funds transfer or a bill payment as properly requested.

(b) We will not be responsible for losses if:

- ● Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance, see Funds Availability Policy Disclosure located on our website. A link to this disclosure is included in the “Additional Policies And Disclosures” section of this document.
- ● You have given us inaccurate or incomplete information.
- ● Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service.
- ● You have overdraft protection with us and the transfer would exceed the overdraft protection limit.
- ● We have reason to believe a transaction has not been properly authorized.
- ● The losses result from an electronic device virus or related problem.
- ● Your electronic device or any part of the Services was not working properly.
- ● Circumstances beyond our control, such as a fire or a flood, interruption of service by any of our suppliers that effect of which is to interfere with or prevented the transaction.
- ● We made a timely payment but the payee (i.e. a merchant or other institution) did not timely credit your account.
- ● You or we have terminated this Services Agreement.
- ● You are a business customer, and we have acted in accordance with reasonable commercial standards of the banking business and the business security procedures described herein, see Section 14(a).
- ● There may be other exceptions in our agreements with you.

MISCELLANEOUS

(a) Other Agreements. In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the terms and conditions of other agreements/documents pertaining to your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.

(b) Right to Terminate. We may terminate any or all of your Independent Bank Electronic Banking Services any time for any reason, without prior notification. Electronic Banking customers with no deposit account may be removed from the service after an extensive period with no login activity. If your Service is discontinued, your Bill Pay information will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement, see CUSTOMER SERVICE section of this Agreement.

(c) Notices. Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we transmit them, through email or secure electronic messaging, to the last known address or to the last known email address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all. You agree that we may send or provide electronically any notice, communication, or other disclosure required to be provided orally or in writing to you. We may require written paper confirmation of any electronic or verbal communication that you request. Information you send to us is deemed delivered when we receive and review it.

(d) Statements. All of your transfers made through the Services will appear on your applicable monthly statement for the account(s) linked to the Services. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address. Certain deposit accounts will receive a quarterly statement if there is no monthly activity.

(e) Fees. You agree to be responsible for any carrier charges or Internet Service Provider fees, which you may incur by accessing your accounts via the Services, including but not limited to: talk, texts, picture, video, instant messaging, web, email, Internet use, and any over limit charges.

(f) Governing Law. This Services Agreement shall be governed by the laws of the State of Michigan, and where applicable, by Federal law.

(g) Assignments. We may assign our rights and delegate our duties under this Services Agreement to a company affiliated with Independent Bank or to any other party. You may not assign this Agreement in whole or in part.

(h) Amending this Electronic Banking Services Agreement. You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and provide notification. Notice will be sent at least 30 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via email or a secure electronic message within 30 calendar days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.

(i) Your Electronic device. You agree to be fully responsible for the installation, maintenance and operation of your personal electronic device(s), equipment, hardware and software. We are not responsible for any errors or failures from the malfunction of your personal device(s). You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser and device requirements.

(j) Limitation of Liability: UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL DEVICES AND/OR EQUIPMENT, THE INDEPENDENT BANK ELECTRONIC BANKING SERVICES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(k) Warranties Disclaimer. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AS WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE YOUR PERSONAL DEVICE(S), THE SERVICES, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(l) No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the Services Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

NOTIFICATION OF REGULATORY AUTHORITY

This Services Agreement and the Services provided hereunder are governed by Michigan and Federal law. You may notify the Federal Reserve Bank, or the Office of Financial and Insurance Regulation, Division of Financial Institutions of the State of Michigan, at the following address, of any violation of law.

Federal Reserve Bank
Consumer Affairs Division
230 LaSalle St.
Chicago, IL 60604

Department of Financial and Insurance Services
Consumer Services
P.O. Box 30220
Lansing, MI 48909-7720

DISCLOSURE OF ACCOUNT INFORMATION

We will not disclose information you have provided to us or information which we have obtained concerning your accounts and the transfers you make to anyone other than our employees, agents, and affiliates, however, we may disclose information:

- ● If you give us permission.
- ● When it is necessary, in the normal course of business, to verify the existence and condition of your account for a third party, such as a credit bureau, another financial institution or merchant.
- ● Where it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment.
- ● When it is necessary to comply with governmental agency, court orders, or to otherwise furnish information required by law.
- ● To advise third parties of accounts closed for misuse.
- ● When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.

For more information on our Privacy Policy, you can review our Privacy Policy on our website at Independentbank.com/privacy.

PROVISIONS APPLICABLE TO CONSUMERS ONLY

(a) Liability of Consumers for Unauthorized Transactions. Should you permit other persons, or entities to utilize the services to access your account(s), you are responsible for any transactions that they authorize. It is possible, the available funds in your account(s) (plus your maximum overdraft line of credit, if any) could be accessed via the Services. Notify us immediately if you believe someone has improperly obtained your credentials, if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please contact customer service.

(b) If within 2 business days after you learn of the loss or theft you tell us that your credentials have been compromised, you can lose no more than \$50 if those credentials were used to access your Independent Bank deposit account without your permission. If you do not tell us within 2 business days after you learn of the loss or theft and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is \$500.

If you believe a transfer or withdrawal shown on your statement was not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods will be extended.

Call our Customer Connection Hub regarding any unauthorized transactions.

PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS

(a) Notification of Unauthorized Transactions. Notify us at once if you believe someone has improperly obtained your login credentials. This will enhance the protection of your account to avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please contact customer service.

You agree that the following security procedures govern your use of the Services when accessing your business accounts:

- ● You will set up login credentials. These must be used to access your business accounts.
- ● You agree to protect these credentials to prevent unauthorized use.
- ● You are liable for all transactions that you or any authorized users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an authorized user until you have notified us of revocation of the authorized user's authority, and we have had a reasonable time to act on such notice to block the affected access device. You are also liable for any and all unauthorized use that occurs before you have notified us that your credentials have been lost or stolen or used without your authority and before we have had a reasonable opportunity to block the affected access device(s). Your use of the Services constitutes your agreement that our security procedures are commercially reasonable.

YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR CREDENTIALS. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH CREDENTIALS, AND TO ACT ON SUCH INSTRUCTIONS.

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under the Services Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Services Agreement; provided however, that the foregoing shall not apply when we have failed to act in accordance with our security procedures.

If you think that a transfer or withdrawal shown on your monthly statement is incorrect, or if you believe that an unauthorized transfer or withdrawal has occurred, contact us at once.

(b) Errors and Questions. If you have questions or you think there has been an error about funds transfers or bill payments made through the Services, you should contact Customer Connection Hub.

We must hear from you no later than 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We are going to need to know the following:

- ● Your name and account number.
- ● A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information.
- ● The dollar amount of the suspected error.
- ● For a Bill Pay issue - the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question.

We will tell you the results of our investigation within a reasonable time after we hear from you and we will correct any error.

CUSTOMER SERVICE

Independent Bank's Customer Connection Hub can be contacted in the following ways:

- ● By calling 800.355.0641.
- ● By sending mail to the following address:

Customer Experience Hub
Independent Bank
4200 East Beltline Ave NE
Grand Rapids, MI 49525

Revised and effective 2.18.26.