

# Mobile Banking Terms and Conditions



## END USER TERMS

Mobile Banking is provided to you by Independent Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Independent Bank. Section B, Paragraphs 1-8 of these End User Terms sets forth terms and conditions applicable to those features of Mobile Banking made available through the Licensor for the downloadable app. Section C of these End User terms set forth the terms and conditions pursuant to which you can transfer funds to another person from your eligible Independent Bank checking, savings or money market account using a compatible mobile device utilizing the Zelle Network.

## SECTION A

### INDEPENDENT BANK TERMS AND CONDITIONS

Thank you for using Independent Bank Mobile Banking combined with your handhelds text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at any time. In case of questions please contact customer service at [mobile\\_banking@ibcp.com](mailto:mobile_banking@ibcp.com) or call 1.888.300.3193.

#### Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Independent Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. You and Independent Bank are solely responsible for the content transmitted through the text messages sent to and from Independent Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

INDEPENDENT BANK MOBILE BANKING SERVICES AGREEMENT AND DISCLOSURE STATEMENT ("Services Agreement" herein).

READ THIS SERVICES AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND PRINT OR SAVE AN ELECTRONIC COPY FOR YOUR FILES.

THIS SERVICES AGREEMENT 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.

In this Services Agreement, 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. "Account" or "accounts" refer to your Independent Bank accounts that you have designated for use with the Services.

If you consent to our Services Agreement, print or request a copy of the document, click to agree and proceed with your enrollment. By your consent you agree that we may provide you with all disclosures, notices and other communications (the "documents") about Text Banking, Online Banking, Mobile Banking, or any of the Services covered in this Agreement, including the Online/Electronic Banking Services Agreement 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 immediately terminate your participation in Text Banking, Online Banking, Mobile Banking, or any of the Services covered in this Agreement. You have the right to obtain copies of any of the documents we provided electronically. Withdraw your consent to our electronic disclosures by calling us at 1.888.300.3193, or write to us at Independent Bank, Electronic Banking Services, PO Box 279, Belding, MI 48809.

If you do not consent to our Services Agreement, close out the agreement. On the enrollment screen, cancel your submission. If you choose not to consent to our Services Agreement, you will not be able to access our Text Banking, Online Banking, Mobile Banking, or any of the Services covered by this Agreement.

## 1. ACCEPTANCE

This Independent Bank Mobile Banking Services Agreement contains important terms and conditions which govern the following Independent Bank Electronic Banking services: Text Banking, Online Banking ("Internet Banking"), Mobile Banking, SnapCheck, Bill Pay, Zelle Payment Service and certain other electronic banking services offered through Independent Bank Electronic Banking (collectively, the "Services"). You understand and agree that by using any of 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.

## 2. REQUIREMENTS

(a) **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 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.

(b) **Fees and Charges.** You agree that we may charge you a fee; such fee to be deducted from your account. Refer to the Online/Electronic Banking Agreement for current fees. You agree that we may change the terms of this Services Agreement, 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 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, text, picture, video, instant messaging, web, email, Internet use, and any over limit charges.

(c) **When You May Access Your Account.** Subject to conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. There may be times, however, when some or all of the Services may not be available.

Refer to the Online/Electronic Banking Services Agreement for a complete list of requirements.

## 3. ELECTRONIC BANKING SERVICES

Some electronic services are not available through all electronic channels. Refer to the Online/Electronic

Banking Services Agreement.

#### 4. BILL PAY SERVICES

Some Bill Pay Services may not be available through all electronic channels. Refer to the Online/Electronic Banking Services Agreement.

#### 5. INDEPENDENT BANK RESPONSIBILITY TO YOU

By utilizing this service, you acknowledge that you have read and agree to the Online/Electronic Banking Services Agreement and Disclosure Statement, which include prerequisites for using Text Banking, Mobile Banking, SnapCheck, and Bill Pay.

#### 6. 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 governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, applicable state and federal laws and regulations, and the Online/Electronic Banking Agreement.

(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 120 days 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.

(c) Amending this 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 either send you notice at the address shown on our records, or send an electronic message. 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 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.

(d) Limitation of Liability: UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES OR SERVICE PROVIDERS 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 THE EQUIPMENT, YOUR ELECTRONIC DEVICE, THE SOFTWARE, ANY OF THE INDEPENDENT BANK ELECTRONIC BANKING SERVICES, INCLUDING AND NOT BY WAY OF LIMITATION THE MOBILE BANKING SERVICES, INTERNET BROWSER, OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(e) 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 HARDWARE, THE SOFTWARE, THE SERVICES, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES,

POWER FAILURES, EQUIPMENT MALFUNCTION, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE, OUR AFFILIATES OR SERVICE PROVIDERS 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

(f) LIABILITY, FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

(g) 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.

For more information on our Privacy Policy, you can review our Privacy Policy on our web site. Call us at 1.888.300.3193 or write to us at Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809, for additional information.

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO

ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Michigan excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible, and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Michigan and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

## SECTION C

### ZELLE® PAYMENT SERVICE TERMS

#### 1. DESCRIPTION OF SERVICES

(a.) We have partnered with the *Zelle Network* ("*Zelle*") to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle* (each, a "*User*") using aliases, such as email addresses or mobile phone numbers (the "*Zelle Payment Service*"). We will refer to financial institutions that have partnered with *Zelle* as "*Network Banks*."

(b.) *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

(c.) We may amend or change the *Zelle Payment Service Terms and/or Services* (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the sites within the *Zelle Payment Service*. Please access and review these *Zelle Payment Service Terms* regularly. If you find the *Zelle Payment Service Terms* unacceptable to you at any time, please discontinue your use of the *Zelle Payment Service*. Your use of the *Zelle Payment Service* after we have made such changes available will be considered your agreement to the change.

(d.) THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

## 2. ELIGIBILITY AND USER PROFILE

To send or receive money with *Zelle*, you must have an Independent Bank checking, savings, or money market account in good standing and have completed the enrollment process of confirming your email address or mobile phone number with *Zelle*. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Zelle Payment Service Terms. You represent that you are a U.S. resident (not including U.S. territories) and you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle Payment Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, payments for materials that promote intolerance, violence, or hate, payments for firearms, ammunition, and other weapons, payments for sexually-oriented activities or materials, payments for pyramid or Ponzi schemes, payments for traveler's checks, money orders, equities, annuities, or currencies, including currencies such as bitcoins, or payments otherwise prohibited by law, and you agree that you will not use the Zelle Payment Service to request money from anyone for any such payments. You agree that you will be responsible for adhering to all provisions outlined by the Internal Revenue Service (IRS) pertaining to the distribution of funds when using the Zelle Payment Service to send payments from your Health Savings Account (HSA). Refer to your Health Savings Account documentation or the IRS Publication 969 website at <https://www.irs.gov/publications/p969> for these provisions.

The Zelle Payment Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Payment Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Payment Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes, or for any unlawful purpose.

## 3. CONSENT TO SHARE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION)

You consent to each Network Bank to use the email addresses and telephone numbers that are associated with you to process and route transfers to and from your deposit accounts. In particular, if you:

- (a.) Receive notice of a transfer via any email address or via text message at any telephone number, and
- (b.) Authorize or accept completion of the transfer, then,

You are also consenting to all Network Banks and *Zelle* to associate that email address or telephone number with you and with your deposit accounts.

You consent that we may provide information about you to:

- (a.) Any User you contact, communicate with, send funds to, or receive funds from, using the Zelle Payment Service, and
- (b.) Any User's financial institution, Zelle, or any other person engaged in processing, facilitating, or delivering transfers to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our Privacy Notice which would prevent us from providing this information in connection with any transfer to which you are a party.

#### 4. PRIVACY AND INFORMATION SECURITY

Protecting your privacy is very important to us. You can access our Privacy Policy at <https://IndependentBank.com/privacy/>, which Privacy Notice is incorporated into and made a part of this Zelle Payment Service Terms by this reference.

#### 5. WIRELESS OPERATOR DATA

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Payment Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data.

#### 6. ENROLLING FOR THE ZELLE PAYMENT SERVICE

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle Payment Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

(a.) Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

(b.) Receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

(c.) If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again.

#### 7. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Zelle Payment Service Terms. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Payment Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

(a.) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

(b.) You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

(c.) In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

(d.) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.

(e.) To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 800.355.0641. You expressly consent to receipt of a text message to confirm your "STOP" request.

(f.) Supported Carriers: The text messaging features of the Zelle Payment Service are available on all major U.S. carriers

(g.) Transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Zelle Payment Service Terms and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third party institution which holds the account.

## 8. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). All unanswered requests will expire after fourteen (14) calendar days.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Payment Service Terms and the procedures of the business or government agency that is sending you the payment.

## 9. SENDING MONEY; DEBITS BY NETWORK BANKS

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle Payment Service by you shall at all times be subject to (i) this Zelle Payment Service Terms, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. **YOU UNDERSTAND THAT WHEN YOU SEND THE PAYMENT, YOU WILL HAVE NO ABILITY TO STOP IT ONCE THE RECIPIENT HAS ENROLLED.** If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank



account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the transfer may take up to three (3) business days from the day the intended recipient responds to the payment notification by enrolling as a User. During this period, and in any other circumstance when we need additional time to verify the transfer details, a hold may be placed on your account for the amount of the transfer. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not enroll, set up an email address or mobile number and accept the transfer within fourteen (14) calendar days, the transfer will be cancelled.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

#### 10. LIABILITY

Neither we nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* Payment Service.

**THE ZELLE PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE PAYMENT SERVICE.**

#### 11. TRANSFER LIMITS

During the first 60 calendar days from your enrollment date, transfers from your Independent Bank account may be made in amounts of up to \$500 per transaction with a maximum of \$1,000 per calendar day, in the aggregate of available funds from your account and, if applicable, a related deficit/overdraft sweep feature connected to your *Zelle* funding account that is enrolled with the *Zelle* Payment Service. After the initial 60-calendar day period, transfers from your Independent Bank account may be made in amounts of up to \$1,000 per transaction with a maximum of \$2,500 per calendar day, in the aggregate of available funds from your account and, if applicable, a related deficit/overdraft sweep feature connected to your *Zelle* funding account that is enrolled with the *Zelle* Payment Service.

Transfer limits, if any, applicable to holder of Network Bank accounts or Out-of-Network bank accounts for transfers to Independent Bank accounts or in receiving transfers to their Network bank accounts or Out-of-Network bank accounts are governed by the terms of the person-to-person transfer service of *Zelle* or the applicable Network Bank.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

## 12. REQUESTING MONEY

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we or *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle Payment Service Terms, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## 13. TRANSACTION ERRORS

In case of errors or questions about transfer transactions, call us at 800.355.0641 or write us Customer Service Department, PO BOX 279, Belding, MI 48809 or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Independent Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business

days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### 14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you permit other persons to use the Zelle Payment Service or your Password, you are responsible for any transactions they authorize from your accounts. Tell us AT ONCE if you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, by calling 800.355.0641 or writing us at Customer Service Department, PO Box 279, Belding, MI 48809.

Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you tell us within two (2) business days after you discover the loss or theft, you are completely covered if someone makes a transfer without your authorization. If you do not tell us within two (2) business days after you discover the loss or theft of your Password or that an unauthorized online transfer has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as \$500.

Also, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### 15. LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transfer you send from your deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

(a.) If, through no fault of ours, your account and, if applicable, a related deficit/overdraft sweep feature connected to your *Zelle* funding account does not contain sufficient funds to make the transfer.

(b.) The Zelle Payment Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.

(c.) Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.

(d.) If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable) for your enrolled Independent Bank accounts, the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

(e.) If the intended recipient of a transfer is not enrolled with the Zelle Payment Service or the person-to-person transfer service of Zelle or a Network Bank.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### 16. FEES

There is no fee for sending or receiving a transfer under the Zelle Payment Service. However, you may incur a fee when sending a payment using available funds from a related deficit/overdraft sweep feature connected to your Zelle funding account that is enrolled with the Zelle Payment Service, if applicable. Refer to the Personal Banking Schedule of Services and Fees ([www.IndependentBank.com/LegalNotices\\_193](http://www.IndependentBank.com/LegalNotices_193)) for details. In addition, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Fees may also apply if you use the Zelle Payment Service through another financial institution or through *Zelle's* separate transfer service website or mobile app. However, we reserve the right to assess fees in connection with the Zelle Payment Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the deposit account (checking, savings, or money market) used for the transfer transaction.

#### 17. USE OF OUR MOBILE BANKING APP

You agree to access this mobile banking app in compliance with our Mobile Banking Terms and Conditions and incorporated into and made part of this Zelle Payment Service Terms by this reference.

#### 18. CANCELLATION OF THE ZELLE PAYMENT SERVICE

You may cancel the Zelle Payment Service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Customer Service at 800.355.0641. By canceling the Zelle Payment Service, any pending transfers will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Zelle Payment Service, you will no longer be able to access or use the Zelle Payment Service and you will not receive a refund of service fees, if any. When you cancel the Zelle Payment Service, it will not cancel your other online services or your account relationships, if any, with us.

#### 19. RIGHT TO TERMINATE ACCESS

In the event (i) you violate any terms of this Zelle Payment Service Terms, (ii) there are unauthorized or fraudulent transactions related to your deposit account, or use of the Zelle Payment Service, or (iii) we incur problems with your use of the Zelle Payment Service, you agree that we may suspend or terminate your access to the Zelle Payment Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Zelle Payment Service participants, suspend or terminate:

- The Zelle Payment Service,
- Your ability to send or receive funds through the Zelle Payment Service,
- Your ability to send funds through the Zelle Payment Service, while continuing to permit you to receive funds through the Zelle Payment Service,
- Your ability to request funds from another User, or

- Your ability to receive requests for funds from another User.

## 20. DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 21. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THE ZELLE PAYMENT SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## 22. INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service, and except as otherwise provided in this Zelle Payment Service Terms, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Payment Service, or any violation by you of the terms of this Zelle Payment Service Terms.

## 23. GOVERNING LAW; CHOICE OF LAW; SEVERABILITY

The Zelle Payment Service Terms and its enforcement shall be governed by the laws of the State of Michigan, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Zelle Payment Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under the Zelle Payment Service Terms unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of the Zelle Payment Service Terms conflicts with the law under which the Zelle Payment Service Terms is to be construed or if any provision of the Zelle Payment Service Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of the Zelle Payment Service Terms and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

#### 24. MISCELLANEOUS

Subject to the terms of this Zelle Payment Service Terms, the Zelle Payment Services are generally available 24 hours a day, seven days a week with exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally available seven days a week, excluding US bank holidays. Refer to our web site, <https://www.independentbank.com/contact/>, for our current hours of operation.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Mobile Banking Terms and Conditions (rev. February 4, 2020)