

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**" refer to the entity with whom you have your Account, 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 the 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 service.

1. 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
- Monthly (or other periodic) billing or account statements for your Account(s)
- Miscellaneous account notices and disclosures

2. 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.

3. How to Withdraw Consent. You may withdraw your e-statement consent at any time by making the selection in online banking. 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. If you withdraw your consent, we will begin sending you paper periodic statements. Any withdrawal of your consent to receive electronic communications will be effective after we have a reasonable period of time to process your withdrawal.

4. 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 Online Service or by contacting us at **1 888 300 3193**.

5. 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
- 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.
- software that enables you to view files in the Portable Document Format ("PDF").

6. 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 Online Service and send a request using your Secure Inbox. 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.

7. 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.

8. 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.

9. 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.