

## **INDEPENDENT BANK ELECTRONIC BANKING SERVICES AGREEMENT AND DISCLOSURE STATEMENT**

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

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.

In this Agreement, the words "you" or "your" mean the consumer or business that has enrolled in the Independent Bank Electronic Banking Services, at times herein referred to as "Electronic Banking", and "we", "us" or "our" refers to Independent Bank. "Account" or "accounts" refer to your Independent Bank deposit and/or loan accounts that you have designated for use with the Services.

If you consent to our Electronic Banking Services Agreement and Disclosure Statement, print or request 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 (the "documents") about Online Banking, Mobile Banking, SnapCheck, Bill Pay, People Pay, and other Services, including the Online/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, participation in Text Banking, Mobile Banking, SnapCheck, Online Banking, Bill Pay, People Pay, or Services will be terminated after we have had a reasonable period of time to process your request. You have the right to obtain copies of any of the documents we provided electronically. Withdraw your consent to our electronic disclosures by writing us at Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809.

Your consent to our electronic disclosures is required for you to access our Text Banking, Mobile Banking, SnapCheck, Online Banking, Bill Pay, PeoplePay or other Services. If you do not consent to our electronic disclosures, close out of the agreement within the enrollment screen or cancel your submission.

### **1. ACCEPTANCE**

This Agreement contains important terms and conditions which govern the following Independent Bank Electronic Banking services: Text Banking, Mobile Banking, SnapCheck, Online Banking ("Internet Banking"), Bill Pay, PeoplePay and certain other Electronic Banking Services offered through Independent Bank electronic banking channels (collectively herein, the "Services" or "Electronic Banking Services"). Any and all 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 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 Online Banking or by visiting your nearest branch location. If you provide us with your phone number, including a cell phone number, you agree that we may contact you at this number using an automatic dialing system, pre-recorded messages and/or electronic text messages.

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.

## **2. REQUIREMENTS**

(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 2(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. You understand by enrolling for Bill Pay and PeoplePay, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the bank determines is appropriate to utilize Bill Pay and PeoplePay services.

(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"). For example, you can make no more than 6 transfers from a savings or money market savings account during each monthly cycle. Transfers to another account or for making payment to a third party by means of a preauthorized or telephone agreement, order or instrument, withdrawals using a telephone, items processed through the Services, and checks are all counted against the permissible number of transfers, as are other transfer methods described in your Deposit Agreement, except where the transfers are made to make a payment on a loan with us.

(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 located at our legal notices page (<https://www.independentbank.com/privacy/legal-notices/>) for further details.

(e) Your Password, Passcode and TouchID. 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 or TouchID 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 or TouchID at any time without giving you prior notice.

You agree not to use your Password, Passcode or TouchID 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 Independent Bank 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 currently 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, 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, please call Customer Support at 800.355.0641. 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. If you believe that your login credentials have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. 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, User IDs, Password, Passcode and/or TouchID 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 Online 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 for the Services available through Independent Bank electronic banking channels are set forth later in this Services Agreement. 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, see Section 9(h) below. You may also view our Funds Availability Policy Disclosure and Overdraft Privilege disclosure located on our website at [www.independentbank.com/open\\_account\\_online-overview/terms-agreements-disclosures](http://www.independentbank.com/open_account_online-overview/terms-agreements-disclosures).

(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.

### **3. ELECTRONIC BANKING SERVICES**

- (a) eSign Disclosure and Consent. By entering into this agreement you are providing your consent to allow Independent Bank to use your eSignature as your true and valid authorization, equivalent to a handwritten signature. This consent applies to all communications for those products, services and Accounts offered or accessible through all electronic banking channels.
- (b) Electronic Communication. 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:
  - o All legal and regulatory disclosures and communications associated with an Account or product or service available through any of the electronic banking channels for your Account. As an example, Independent Bank may send by e-mail legally required notification of changes to terms and conditions related to any Electronic Banking Services.
  - o Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
  - o Privacy policies and notices.
  - o Monthly (or other periodic) billing or account statements for your Account(s).
  - o Miscellaneous account notices and disclosures.

- (c) What You Can Do. If you have enrolled in Electronic 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 Friday, excluding federal holidays.

- Transfer funds between designated accounts. See Special Withdrawal Limitations, Limitations and Dollar Amounts for Transfers in Sections 2. (c) and 2. (d) above.

The following services may not be available through all electronic channels:

- Download to Quicken.
- Place and/or delete a stop payment on a check you have written.
- Reorder checks.
- Transmit secure electronic messages to Independent Bank

(d) Balance Inquiries. You may use Text Banking (see "Text Banking" in Section 5), Independent Mobile, or Online Banking to check the balances and recent activity of your Accounts. 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.

(e) 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 note that funds transfer requests performed between Independent Bank accounts after 10:00 p.m. Eastern Standard Time may not actually post to your account until the next business day. You may visit [https://www.independentbank.com/open\\_account\\_online-overview/terms-agreements-disclosures](https://www.independentbank.com/open_account_online-overview/terms-agreements-disclosures) to see our Funds Availability Policy Disclosure for more information.

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.

(f) Alerts.

- Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you. 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 Online Banking. You may also choose to have alerts sent to a secondary email address, including 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.

(g) Stop Payments. You may initiate stop payment requests online only for paper checks you have written (non-electronically) on your bank account. Stop payments made through the Services after 10:00 p.m. Eastern Standard Time will be deemed received the next business day. By placing a stop payment order on-line, 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 account. Refer to the current schedule of fees for your account. This schedule can be found on our legal notices page (<https://www.independentbank.com/privacy/legal-notice/>).

(h) Customer Service. If you need assistance with Electronic Banking, or if you need to communicate with Independent Bank, please notify us by:

- Sending a secure electronic message to our Electronic Banking Customer Service area. Log into online banking and choose "Contact us" from the Customer Service tab.

- Calling Independent Bank at 800.355.0641 Monday through Friday 8 AM ET to 8 PM ET or Saturday through Sunday 8 AM ET to 6 PM ET. You agree that we may record the conversations our employees have with you to monitor the quality of service and accuracy of information provided to you.
- Writing to us at: Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809.

#### **4. BILL PAY SERVICES**

Some Bill Pay Services may not be available through all electronic banking channels.

(a) Payees. You may schedule current, future or recurring payments to a person or business in the United States through Bill Pay. By furnishing us with the names, addresses and telephone numbers of your Payees, and account information, you authorize us to follow your payment instructions to these Payees. Payments may only be made from an active funding account. You are solely responsible for maintaining the current address and account number of each Payee that you designate.

(b) Prohibited Payments. You may not use Bill Pay to make payments to payees outside the United States or U.S. Territories. You may not make a payment of alimony, child support, taxes, other governmental fees, or court directed payments through Bill Pay.

(c) Payment Account. To enroll for Bill Pay, you must reside in the United States and have at least one linked Independent Bank checking account. You may use Bill Pay to make payments from linked accounts. You must designate the account(s) from which Independent Bank is to make payment. These account(s) will be known as the Payment Account(s). By originating a Bill Pay request, you authorize us to withdraw the necessary funds from your Payment Account. We will not be obligated to act on any withdrawal instruction from you if there are insufficient funds in the Payment Account. If you have overdraft protection on your Payment Account, we may use available funds in that overdraft protection account to cover Bill Pay requests. If you have standard overdraft privilege on your account, we may honor bill payments in excess of the account's available funds. Refer to your Retail/Business Fee Schedules(s), Overdraft Privilege Disclosure, Funds Availability Policy Disclosure, and/or Deposit Account Agreement, as applicable for more information. For account holders who have multiple accounts affiliated with Bill Pay, if you close your Payment Account, you must notify us and identify a new Payment Account or we may select one for you. If you wish to discontinue a recurring payment to a third party you must delete such third party as a payee through Online Banking. For additional information pertaining to the Bill Pay service, you may contact Customer Service at 800.355.0641. For Bill Pay Services, every day is a business day, except Saturday, Sunday and federal holidays. Saturday, Sunday and Monday are collectively considered one business day. Federal holidays are considered part of the following business day.

(d) Limitations and Dollar Amounts for Bill Pay. Bill payments are limited to a standard \$3,000 per payee per day, \$10,000 in aggregate for all payees and may not exceed the available balance in the account from which payments are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons.

(e) Scheduling Payments. You may use Bill Pay to schedule payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), but payments will only be initiated by us on business days. Bill Payments are processed on the scheduled send or transmit date. Payments will be made by electronic funds transfers if the Payee is set up to receive such payments or by check if

the payee is not set up to receive electronic funds transfers. The time period which is required to process payments will vary according to the payment method and other factors. Payments issued by check through the bill pay system will be considered failed if unpaid after 90 days. A stop payment will be issued by the bank on any outstanding Bill Pay check not paid within 90 days. You reserve the right to place a stop payment at any point for any bill payment checks you have initiated, which can be accomplished through Online Banking or by contacting Customer Service at 1.800.355.0641. Refer to the Retail and/or Business Fee Schedule as appropriate.

Sufficient time must be allowed for payments to be received by each Payee. You must schedule the Date of your payment to be at least 6 business days prior to the Due Date of your payment. The "Due Date" is the date on which your payment is due, without taking into account any applicable grace period. The "Transmit Date" is the date the payment is scheduled to be sent.

We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section.

(f) Future or Recurring Bill Pay. You may schedule a future or recurring payment to be initiated by us on any future business day (up to 364 days in advance) through Bill Pay. We shall complete the payment, provided there are sufficient funds in your Payment Account. You will receive confirmation the payment is scheduled at the time you request the payment. If a payment fails for any reason, you will receive notification via an electronic message. To ensure proper notification, please provide us with your most current email address, updating as necessary.

Recurring bill payments must be in the same amount each period (weekly, monthly, semi-annual, etc.). If the regular payment date falls on a weekend or a holiday, it will be initiated on the following business day.

(g) Changing or Canceling Payments. You may utilize Bill Pay to:

- Modify either the payment amount or date the bill payment is initiated for any future or recurring bill payment at any time prior to 9:00 p.m. Eastern Time on the date the bill payment is scheduled to be initiated by us
- Cancel a current, future, or recurring bill payment, at any time, prior to 9:00 p.m. Eastern Time on the Business Day it was scheduled for payment.

Once an electronic payment has been submitted to the payee, the payment may not be stopped or cancelled. There may be times when a payment issued by check may be cancelled through a stop payment request. Stop payments must be initiated through customer support at 800.355.0641. Stop payment fees apply. Refer to your Retail/Business Fee Schedule(s) for more information.

**WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT REQUESTS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.**

(g) eBill Presentment. A feature of our Bill Pay service is eBill Presentment. Bills presented through eBill presentment are produced and controlled by the payee(s) listed. In most cases, a paper bill will no longer be sent by the payee. Should your payee(s) provide both a paper bill and an electronic bill, we suggest that you pay the bill that is received electronically to avoid making duplicate payments. To discontinue the paper bill, it may be necessary to contact the payee(s) directly. Electronic bills are available to view electronically within Online Banking from 3 to 18 months. The length of time a bill is available varies depending on your payee(s). Cancellation of Bill Pay will result in discontinuation of the eBill relationship with your payee(s). It may be necessary to contact the payee(s) directly to re-initiate a paper bill.



(h) Canceling Bill Pay. We reserve the right to suspend or terminate your use of Bill Pay at any time, for any reason, without prior notification. The Bill Pay service will remain open for customers that actively make regular payments through this service. After 120 days of inactivity, the bill pay service may be discontinued. If this occurs, your bill pay history and payee information will be removed from Electronic banking.

If you wish to terminate Bill Pay, please contact us. It is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bill Pay. This will ensure that future payments made by you will not be duplicated. If we are not contacted, Bill Pay fees will continue to be assessed. You should contact us as described in the Customer Service section below.

(i) Customer Service. If you would like assistance with Bill Pay, or would like to communicate with Independent Bank, please notify us by:

- Sending a secure electronic message to our Independent Bank Electronic Banking Customer Service area. Log into online banking and choose "Contact us" from the Customer Service tab.
- Calling Customer Service at 800.355.0641 Monday through Friday 8 AM ET to 8 PM ET or Saturday through Sunday 8 AM ET to 6 PM ET. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed.
- Writing to us at: Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809.

## 5. MOBILE

Independent Bank offers Mobile Banking. Mobile Banking is one of the services offered through Independent Bank electronic banking channels. The Mobile Banking services are provided for your convenience and do not replace the monthly account statement(s), which are your official record of your accounts. To see the description of features and services of Mobile Banking such as viewing balances and/or transferring funds, please see details related to our Electronic Banking Services within this Agreement and Disclosure.

- **Text Banking** – Text Banking is a feature of Mobile Banking that allows Electronic Banking customers to have access to 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 Online Banking and accessing the Mobile Banking Settings. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. To discontinue Text Banking, please contact Customer Service at 1.800.355.0641.
- **Independent Bank Mobile Banking-** If your mobile device is lost or stolen, the service can be immediately disabled by logging into Online Banking and accessing the Mobile Banking Settings. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. To discontinue Independent Bank Mobile Banking, please contact Customer Service at 800.355.0641.

## 6. SNAPCHECK TERMS

Independent SnapCheck ("SnapCheck") 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) Limitations and Dollar Amounts for SnapCheck. SnapCheck standard limits are as follows:

- Per transaction - \$1,500

- Daily - \$3,000
- Multi-day (3 business days) - \$5,000

We may establish limits on the number and total amount of checks deposited using SnapCheck. Additionally, limits may vary by customer and may change over time. We may, at our discretion, reject or deposit items in excess of these limits.

(b) 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 SnapCheck. Deposits made after 8:00 pm ET will be reviewed for processing the following business day. Approved deposits made through SnapCheck 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 Overdraft Privilege Disclosure at [https://www.independentbank.com/open\\_account\\_online-overview/terms-agreements-disclosures](https://www.independentbank.com/open_account_online-overview/terms-agreements-disclosures).

(c) Deposit Requirements. You agree that only checks drawn on U.S. financial institutions will be deposited through SnapCheck. 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 SnapCheck 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.

(d) Technology Requirements. In order to use SnapCheck, 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 SnapCheck. We may also change requirements at any time or may require you to upgrade to the most recent version of the Independent Mobile app to continue using SnapCheck.

(e) 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 SnapCheck, 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 SnapCheck will be considered correct and no claim made after 30 calendar days will be accepted.

(f) Requirements for Using SnapCheck Service. By using SnapCheck, you agree with the following parameters:

- All items will be endorsed with your name(s) or business name and "For Deposit Only" on all checks prior to depositing a check through SnapCheck;
- The original check is your responsibility, including storage, retrieval and destruction. Once the deposit is complete, note the date of deposit and "Independent Mobile" 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 SnapCheck;
- You agree to hold us harmless from any loss or expense associated with your usage or breach of these terms and conditions.

## 7. PEOPLEPAY

Independent Bank PeoplePay ("PeoplePay") enables you to make electronic payments through the Online Banking and Independent Mobile application to anyone with an email address or mobile phone number.

(a) Sending Money. You must be enrolled in online banking and have at least one eligible account with Independent Bank to send funds using People Pay. As a sender or receiver of any transfer of funds using PeoplePay, you acknowledge and agree that we may postpone or stop a money transfer request and/or charge back the amount of such transfer to your Independent Bank account(s) as we determine in our discretion or claim a refund from you for such amount for various reasons including duplicate payments, fraud, incorrect amount or incorrect receiver.

Processing options vary depending on registration and the information provided by both the sender and the receiver. Processing options include the following options:

- ACH – receiver routing number and account are required
- Check –physical address for the receiver is required
- Debit card – debit card number provided by recipients to claim the payment
- PayPal© –receiver PayPal© account required
  - PeoplePay may route payments through PayPal©. These payments are processed and governed by your contract with PayPal as disclosed in the PayPal User Agreement and applicable disclosures on their legal agreements page. For questions regarding the processing of payments through PayPal, please call PayPal directly at 888.221.1161.

In the event there are insufficient funds in your account at the time your payee attempts to claim a PeoplePay payment, the payee will receive a message advising the payment cannot be claimed at this time.

Funds may not be withdrawn from your Independent Bank account until the receiver accepts the transfer. If the receiver declines a transfer, the transfer request will be cancelled. All processed transfers made through PeoplePay will appear on your statement.

If we process a transfer in accordance with your instructions that overdraws your account with us, we may charge a fee for any such overdraft in accordance with the terms of our service(s), as applicable.

The terms of this Agreement and Disclosure will adhere to the rules of the National Automated Clearing House Association ("NACHA") and the automated clearing house. Any credit to the

Independent Bank account or the External Account shall be provisional until the credit has been settled.

(b) Accounts with Multiple Signers/Owners. You agree not to register or use any account for PeoplePay that requires two or more signatures.

(c) Prohibited Payments. You may not use PeoplePay to make payments to payees outside the United States or U.S. Territories. You may not make a payment of alimony, child support, taxes, other governmental fees, or court directed payments through PeoplePay. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Services Agreement. You further agree that you will not use Independent PeoplePay to send or receive money from anyone to whom you are indebted for payments made in accordance to court orders, tax payments, fines, gambling debts, payments to loan sharks, or payments otherwise prohibited by law.

(d) Limitations and Dollar Amounts for PeoplePay. PeoplePay limits are set depending on the method chosen to send funds using the service and subject to the applicable funds availability requirements. The standard limits for sending money are as follows:

- ACH
  - Per transaction - \$750
  - Daily - \$1,500
- PayPal©
  - Per transaction - \$250
  - Daily - \$500
- Check
  - Per transaction - \$3,000
  - Daily - \$5,000
- E-Gift Card
  - Per transaction - \$3,000
  - Daily - \$5,000

Additionally, limits may vary by customer and may change over time. **NOTE:** PeoplePay is available to consumer customers only. Business customers are not eligible at this time.

(e) Future or Recurring Transfers. You cannot schedule future or recurring transfers using PeoplePay.

(f) As an alternative to sending money, PeoplePay allows customers to send electronic gift certificates ("e-gift cards") to recipients. This feature is accessible on Online Banking and through the Independent Bank Mobile App. Senders may choose among several merchants when determining to which merchant the e-gift card would apply. Sufficient funds must be available to the account at the time the recipient redeems the e-gift card; otherwise, the recipient will receive a message asking them to contact the sender. To send an e-gift card, the sender will need to input the recipient's phone number or e-mail address.

(g) Customer Responsibilities. By using PeoplePay, you agree with the following parameters:

- All information provided to us is accurate and true,
- Agreement to comply with all laws and regulations as well as the terms and conditions as applicable to you in the use of PeoplePay;
- You agree to hold us harmless from any loss or expense associated with your usage or breach of these terms and conditions;
- If you permit any other person(s) or entity to use PeoplePay or to access account numbers, sign on credentials, PINs, or other means to access your accounts, you are

- responsible for any activities and transactions executed from your account(s) and for any use of your personal and account information by such person(s) or entity;
- In the event of a dispute occurring under or in relation to this Services Agreement or the PeoplePay service, you and we collectively agree to resolve this dispute by looking to the terms of this Services Agreement, see Section 13(b).

(h) Changing or Canceling Transfers. Once you have submitted a request to send funds via PeoplePay, the request may not be stopped or cancelled. The receiver has the option of refusing the funds. If funds are sent via a check, a stop payment may be initiated. Stop payments must be initiated through Customer Service at 800.355.0641. Stop payment fees apply. Refer to your Retail/Business Fee Schedule(s) for more information.

(i) Canceling PeoplePay Services. We reserve the right to suspend or terminate your use of PeoplePay at any time, for any reason, without prior notification. If you wish to terminate PeoplePay, please contact us as described in the Customer Service section below.

(j) Customer Service. If you would like assistance with PeoplePay, or would like to communicate with Independent Bank, please notify us by:

- Sending a secure electronic message to our Independent Bank Electronic Banking Customer Service area. Log into online banking and choose "Contact us" from the Customer Service tab.
- Calling 800.355.0641. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed.
- Writing to us at: Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809.

## **8. CARD CONTROLS FOR YOUR INDEPENDENT BANK DEBIT CARD**

We offer Card Controls as a feature of Independent Bank's mobile app. This service allows you expanded control over debit card transaction usage. Within our mobile app, you may disable usage of your debit card(s); limit geographic regions in which your debit card transactions will be approved; allows you to choose certain transaction types to be prohibited (for example, prohibit ATM withdrawals; or you may wish to prohibit internet transactions, etc.); choose what types of merchant transaction types will be permitted or prohibited (for example, prohibit restaurants transactions; gas stations transactions; prohibit department store transactions, etc.); and set a dollar amount limit for transactions.

Transactions you want declined may still be approved. For example, you might have disabled department store purchases; however, a merchant you view as a department store may process payments under a different merchant category code. Additionally, a transaction you want approved may be declined. For example, if you have chosen to enable grocery store purchases, but have disabled age-restricted purchases, a grocery store purchase which includes cigarettes or alcohol could be declined.

You are protected against fraudulent transactions by Regulation E. If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us. For more information on your rights and responsibilities under Regulation E, please see our EFT Agreement and Disclosure located at

[https://www.independentbank.com/hubfs/Website\\_Files/PDF/EFT\\_Agreement\\_Disclosure.pdf?t=1536846288259](https://www.independentbank.com/hubfs/Website_Files/PDF/EFT_Agreement_Disclosure.pdf?t=1536846288259)

We reserve the right to decline debit card transactions in the event fraud is suspected, even though your Card Control settings would have otherwise authorized such a transaction.

Usage of Card Controls features requires a compatible device and operating system as well as the latest version of the Independent Bank mobile application. If you need assistance with determining whether or not you have a compatible device, operating system, or version of the mobile application, or needing any other assistance with this feature, please call 800.355.0641. Your carrier's data rates may apply.

## **9. 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 Legal Notices page (<https://www.independentbank.com/privacy/legal-notices/>).
  - 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.

## **10. 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 180 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, see Section 7(i).

(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.

## 11. FEES AND CHARGES

(a) Customers with no login activity for 180 calendar days will be charged a \$6.00 monthly per customer inactivity fee to the designated fee account. In addition, you agree that we may charge you a fee; such fee to be deducted from your account. Customers with no deposit account may be removed from the service after 180 calendar days with no login activity.

(b) Fee Account. 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.

Type of Service	Monthly Fee (Per User)	Per Transaction
Online Banking/Login*	None *Accounts with no activity for 180 calendar days may be charged a \$6 inactivity fee or be removed from the service.	
Bill Pay (for non-business customers)	None	Unlimited
Bill Pay (for business customers)	\$5.00	First 15 bills per cycle are included, \$.50 for each additional bill thereafter. *Per Enrolled Business Entity
Independent Mobile*	None *An Independent Bank account and online banking are required for enrollment	
SnapCheck (for non-business customers)	None	\$.50 per check deposit after 2 deposits per cycle or FREE if enrolled in eStatement.
SnapCheck (for business customers)	None	\$.50 per check deposit after 2 deposits per cycle.
PeoplePay (for non-business customers)	None	Unlimited
PeoplePay (business customers)*	*Not available for business use.	*Not available for business use.



## **12. 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

## **13. 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](http://Independentbank.com).

## **14. 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 call 800.355.0641.

(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 may be extended.

Call us at 800.355.0641 or write to us at Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809, regarding any unauthorized transactions.

### **Bill Payment and PeoplePay Error Resolution**

(c) Errors and Questions. If you have questions or you think there has been an error concerning the Services, you should contact Customer Service at 800.355.0641, or write to us at Independent Bank, Electronic Banking Services, P.O. Box 279, Belding, MI 48809.

We must hear from you within 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice.

We will need to know the following for all errors:

- 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 payment was scheduled, payment amount, reference number and payee account number.

We will advise you of the results of our investigation within 10 business days after we hear from you and will promptly correct any error we have made. If we need additional time to complete our investigation, we may take up to 45 days but we will provisionally re-credit your account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days after the request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of documents that we used in our investigation.

## **15. 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 call 800.355.0641.

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 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 us at 800.355.0641.

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.

Revised and effective 11.16.18