



SwiftPay Terms and Conditions

AUTHENTICATION AND AUTHORIZATION FOR SERVICE USAGE

By accepting these Terms and Conditions, you represent and warrant that:

- i. You are 18 years old or older;
- ii. You are using your actual identity and any information you provide is accurate and complete;
- iii. You are legally authorized to make payments using your Designated Account;
- iv. You have read and agreed to our Privacy Policy; and
- v. Your use of the Service will not violate any local, state, national or international laws or regulations.

INDEPENDENT BANK'S SWIFTPAY SERVICE

By providing Independent Bank with the account information for your Designated Account, you authorize us to follow the payment instructions we receive from you through the Service.

When you use this Service to send us a payment instruction, you authorize Independent Bank to initiate a message to your bank to charge your Designated Account and to send those funds to us for payment on your Independent Bank loan so that we receive the funds as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed, the same as if you mailed your payment to us and we received it after the due date. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. Therefore, we recommend that you instruct the Service to initiate each payment to us at least four (4) business days before the actual due date. (Business days are Monday through Friday, except for federal banking holidays.) If you use the Service to send us your payment instructions after 7:30 P.M. (Eastern Time Zone) on a business day, then the Service will treat your instruction as if it was received on the following day. It is the day we receive payment from you, and not the day we receive your instructions, which determines when your payment was received.

ALTERATIONS AND AMENDMENTS

These Terms and Conditions are the legal binding agreement between Independent Bank and you with respect to the Service. You will be agreeing to the current provisions of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may be altered or amended at



any time, so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

RETURNED PAYMENTS

Independent Bank reserves the right to return any payment for any reason.

TERMINATION OR DISCONTINUATION

We reserve the right to terminate the Service at any time, or to terminate your use of the Service. If we terminate your use of the Service, you will need to pay your Independent Bank loan in another manner.

DISPUTES

If there is a dispute regarding the Service, you agree to resolve the dispute in accordance with the dispute resolution procedures and governing law as outlined in your Credit Agreement or other loan documents with Independent Bank.

These Terms and Conditions are the complete and exclusive statement of the agreement regarding the Service between you and Independent Bank. It supersedes any proposal or prior agreement, oral or written, and any other communications between you and Independent Bank relating to the Service. If there is a conflict between what an Independent Bank employee tells you and the terms of this document, these Terms and Conditions will prevail.