

INDEPENDENT BANK ELECTRONIC BANKING SERVICES AGREEMENT ("SERVICES AGREEMENT") AND DISCLOSURE

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

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

FEES AND CHARGES

Enrollment in Electronic Banking is free for consumers. Certain transactions, such as expedited bill payments, will include a fee. If so, that fee will be disclosed within the system and must be agreed to prior to the completion of the request; if not agreed to, the request will not be completed.

Enrollment in ONE Wallet is free for business customers. However, certain transactions within ONE Wallet will incur fees. Those are disclosed at the time of the transaction within ONE Wallet with the following exception:

- Business users will not be charged for the first 20 Bill Pay payments sent in any calendar month. Any payments beyond the first 20 will result in a \$0.50 charge per additional payment.

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.

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

GLOSSARY OF SERVICES

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

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

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

ONE Wallet+. ONE Wallet+ is an account aggregation and budgeting service. See section 3 for further details.

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

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

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

Zelle. Zelle is a service that allows you to transfer money electronically to other people. See section 7 for further details.

Card Controls. Card Controls is a service providing you the ability to place certain restrictions on your card. See section 8 for further details.

External Transfers. External Transfers is a service that allows you to transfer money between your Independent Bank account and accounts at other institutions. See section 9 for further details.

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

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

ClickSWITCH. ClickSWITCH is a service enabling you to easily move direct deposits and automatic withdrawals from deposit accounts at other institutions to your account at Independent Bank. See section 12 for further details.

ADDITIONAL POLICIES AND DISCLOSURES

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

- Funds Availability Policy:

https://www.independentbank.com/hubfs/Website_Files/PDF/FundsAvailabilityNotice.pdf

- Retail Fee Schedule:

https://www.independentbank.com/hubfs/Website_Files/PDF/RetailFeeSchedule_1.30.20.pdf

- Overdraft Privilege Disclosure:

https://www.independentbank.com/hubfs/Website_Files/PDF/OverdraftPrivilegeDisclosure.pdf

- Privacy Policy:

https://www.independentbank.com/hubfs/Website_Files/PDF/IBOnlinePrivacy%26SecurityPolicy.pdf

CUSTOMER SERVICE

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

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

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

AGREEMENT OVERVIEW

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

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

If you wish to enroll and consent to our Electronic Banking Services Agreement and Disclosure Agreement, you may print or electronically save a copy of the document, click

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

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

ACCEPTANCE

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

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

ONLINE SERVICE E-SIGN DISCLOSURE

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

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

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

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

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

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Online Service for your Account. As an example, Independent Bank may send by e-mail legally required notification of changes to terms and conditions related to the Online Service.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices
- All other documentation relevant to an Account or Service, including agreements, amendments, account opening documentation, billing statements, policies and procedures (including but not limited to our privacy policy), terms and conditions, authorizations, updates, notices, responses to claims, transaction history

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

Method of Providing Communications to You in Electronic Form. All

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

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

Customer Experience Hub
4200 East Beltline
Grand Rapids, MI 49525

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

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

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

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

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

your electronic device. You must also meet our minimum browser and device requirements.

Requesting Paper Copies. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone, or by logging in to the Online Service and send a request using your secure electronic messaging service (a feature allowing you to send messages to, and receive them from, Independent Bank's customer service). We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

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

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

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

REQUIREMENTS FOR UTILIZATION OF ELECTRONIC BANKING

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

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

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

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

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

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

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

(g) Protecting Your Account. You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down where it can be accessed by others, and change it

periodically. Properly constructed credentials afford you a greater degree of security and are more secure if:

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

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

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

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

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

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

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

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

1. ONE WALLET

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

- Obtain balance information, account detail information, and transaction history on all eligible accounts enrolled in Electronic Banking. Unless otherwise noted, transactional history reflects activity through the close of business of the previous business day. For Electronic Banking, our business days are Monday through Saturday, excluding federal holidays.
- Transfer funds between designated accounts. Transfers will be declined if there are not sufficient funds.

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

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

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

(d) Alerts.

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

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

(e) Stop Payments. You may initiate stop payment requests through ONE Wallet only for paper checks you have written (non-electronically) on your bank account. Stop payments made through the Services after the cutoff time will be deemed received the next business day. The cutoff time is disclosed within ONE Wallet. By placing a stop payment order online, you have authorized, directed and requested us to stop payment on the check requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting

or becoming accountable for the check, that this stop payment order shall be of no effect. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in Michigan. This stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period.

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

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

- Sending a secure electronic message after logging into ONE Wallet.
- Contacting customer service.

2. IB ONE WALLET

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

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

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

3. ONE Wallet+

I. Overview

Independent Bank's ONE Wallet+ service provides our electronic banking customers with financial management tools, allowing them to organize, consolidate, manage and track financial information. Enrollment may be done through ONE Wallet or ONE Wallet+. When you enroll in this service, you will be presented with these terms of use which you will be required to accept.

The lettered sections below (a-m) describe various features of our ONE Wallet+ service.

(a). Setup. To enroll in ONE Wallet+, you must log into ONE Wallet and select the ONE Wallet+ tab. There, you will be guided through the enrollment process.

(b). Automatic Aggregation. ONE Wallet+ allows you the ability to aggregate, or pull in, financial account information from other financial institutions. These accounts can include loans, mortgages, credit cards, retirement, brokerage accounts, insurance, and checking and savings accounts. Accounts can be added automatically or manually. To begin, click "Add an Account." You will be provided with a search bar. Search for the name of the institution. In many cases, ONE Wallet+ will be able to link the account via your online banking credentials with the other institution. You will be prompted for your user ID and password with the other institution, and may be asked to answer a security question or verify a security code sent to your phone or e-mail address. After the connection has been established, you will see details of the account in ONE Wallet, including balances, charges, and payments.

(c). Manual Aggregation. In some cases, an automatic connection cannot be established. Not all institutions are currently compatible with ONE Wallet+. Additionally, you may not have online banking credentials for certain accounts. To add manually, select "Add a Manual Account." You will be prompted to select the type of account. You will be asked to name the account, to enter a balance, and provide an interest rate or payment information if relevant. Because manual accounts do not have an automatic, electronic connection to ONE Wallet, you will be responsible for updating the account information manually as balances and other aspects change.

(d). Transactions. ONE Wallet+ allows you to see transactions related to your accounts, including charges and payments. Transactions are automatically categorized into groups, such as shopping, pharmacy, gas, and more. In the event that a transaction is incorrectly categorized, you can change the category. You can also manually add transactions for those accounts not automatically aggregated by ONE Wallet+.

(e) Spending. A spending chart allows you the ability to see a graphic breakdown of your spending categories. Clicking on a particular section of the graph will bring up transactions related to that particular category.

(f) Budgets. ONE Wallet+ allows you to start a new budget from scratch or automatically generate one based on your income and spending trends. It allows the ability to compare activity over time against those budgets.

(g) Trends. Trends is a graphic tool that shows your trends in spending over time. The view can be adjusted to be a three-month, sixth-month, nine-month, or one year view of your spending.

(h). Debts. If you have debts related to loans, mortgages, and/or credit cards, and if you have added these accounts to ONE Wallet+, you will have the ability to see the amounts owed. Accounts can be sorted by fastest to slowest payoff; highest to lowest interest; lowest to highest balance; or highest to lowest balance.

i). Net worth. Net worth provides an overall picture of your net worth, taking into account those assets and liabilities you have added to ONE Wallet+.

(j). Goals. The Goals section of ONE Wallet+ allows you to set goals related to savings, debt payoff, and retirement, and to compare progress against those goals.

(k). Cash Events. Cash Events presents a view into recurring cash events, based on your previous activity. Examples include student loan payments, direct deposits, and utility payments. This feature of ONE Wallet+ is meant to help provide a strong financial forecast to help you plan and prepare.

(l). Limitations. ONE Wallet+ may not be able to automatically aggregate all of your non-Independent Bank accounts, depending on various factors, including the way electronic banking is set up at other institutions. At times, automatically aggregated accounts may not be up to date, for instance, due to online banking outages at other institutions, or errors in the data provided by the other institutions. Transactions may be categorized incorrectly. While Personal Finance provides a beneficial money management tool, it does not replace the need to monitor your account statements.

(m). Un-enrollment. In the event that you would like to un-enroll in this service, please contact customer service.

II. ONE Wallet+ End-User License Agreement

This End User License User agreement contains the terms and conditions for your use of ONE Wallet+ tools and services that we may provide to you and that involve accessing third-party account information ("Services"). The term "Services" in this Section II ONE Wallet+ End-User License Agreement refers to the ONE WALLETT+ services described in Section 3.I above. Hereinafter "us" "we" or "our" refers to Independent Bank.

- (a) **Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.
- (b) **Content You Provide.** Your use of the Services is your authorization for Independent Bank or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to Independent Bank and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

- (c) **Power of Attorney.** You grant Independent Bank and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Independent Bank and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third-party site. YOU ACKNOWLEDGE AND AGREE THAT WHEN INDEPENDENT BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.
- (d) **Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the Services or with respect to any non-Independent Bank accounts you include in the Services, you agree to the following:
- (i) You are responsible for all fees charged by the third-party in connection with any non-Independent Bank accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Independent Bank account, you agree to direct these to the account provider.
 - (ii) Any links to third-party sites that we may provide are for your convenience only, and Independent Bank and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
- (e) **Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.
- (f) **Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change

via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

- (g) **Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
- (h) **Ownership.** You agree that Independent Bank and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.
- (i) **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Independent Bank or its service provider or cause Independent Bank to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.
- (j) **Indemnification.** You agree to defend, indemnify and hold harmless Independent Bank, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- (k) **Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Independent Bank nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Independent Bank and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Independent Bank and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance

does not guarantee future results. Independent Bank and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world

- (l) **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INDEPENDENT BANK OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- (m) **LIMITATION OF LIABILITY.** YOU AGREE THAT INDEPENDENT BANK AND ITS THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD-PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.
- (n) **Export Restrictions.** You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or

indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

- (o) **Other Terms.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

4. TEXT BANKING

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

5. MOBILE DEPOSIT

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

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

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

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

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

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

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

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

6. BILL PAY

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

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

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

7. ZELLE

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

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

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

8. CARD CONTROLS

We offer Card Controls through ONE Wallet. This service allows you expanded control over debit card transaction usage. Within Card Controls, 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 on our website. A link to this disclosure is included in the "Additional Policies And Disclosures" section of this document.

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.

9. EXTERNAL TRANSFERS

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

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

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

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

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

(d) Timeframe. Transfers should be received in the receiving account between 1-3 business days. In the event that a transfer is not received during this timeframe, please contact Customer Service. Please note that pursuant to its policies and procedures the receiving financial institution could place a hold on the funds or otherwise delay availability. External transfers will be debited from your account within one business day of having been initiated.

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

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

10. IB CUSTOMER ACCOUNTS (UNLINKED ACCOUNT MANAGER)

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

11. SINGLE SIGN-ON SERVICES

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

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

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

12. CLICKSWITCH

ClickSWITCH is a service accessible from within Electronic Banking. It allows you to switch direct deposit from an account at an outside institution to your Independent Bank account. Additionally, it allows you switch automatic withdrawals from your account at another institution, made using your account and routing number, to your Independent Bank account. ClickSWITCH is launched via single sign-on and is governed by the terms of use set out below.

Terms of Use

These Terms of Use (the "Terms") set forth the terms and conditions that govern your access and use of the automatic transaction switching service (the "Service") provided by ClickSWITCH, LLC ("ClickSWITCH"). By enrolling in or using this Service, you agree to be bound by the Terms, as may be amended from time to time as provided for in Section 18 below. The term "Service" as used in this Section 12 refers to the ClickSWITCH services described in sub-section (r) below.

(a) **Account Switch Service.** The Service is a personal finance management service

that allows you to move your automatic transactions from accounts at existing financial institutions ("Existing Financial Institutions") to your accounts at a new financial institution ("New Financial Institution"), or set up new automatic transactions (including online payments, automated payments and direct deposits) at a New Financial Institution. The Service is provided to you by ClickSWITCH without charge. The term "you" or "your" refers to you and, if applicable, the company or legal entity that you represent. The term "we", "us" or "our" refers to ClickSWITCH.

(b) **Privacy and your Personal Information.** We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our Privacy Policy, and to have such information collected, used, transferred to and processed in the United States. Neither ClickSWITCH nor the New Financial Institution can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

(c) **Account Information from Existing Financial Institutions.** With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct ClickSWITCH to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content ("Account Information"), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. ClickSWITCH works with one or more online financial service providers ("Third Party Providers") under contract to access this Account Information. By using this feature of the Service, you expressly authorize ClickSWITCH and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. ClickSWITCH makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

ClickSWITCH and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. ClickSWITCH cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

(d) **Your Responsibilities and Agreements.** You may not access or use the Service if you are not of a legal age to form a binding contract with ClickSWITCH. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any

material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in subsection (f) and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable ClickSWITCH to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our "add account" setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

(e) **Protecting Your Registration Information.** You agree and understand that you are responsible for maintaining the confidentiality of your ClickSWITCH password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your "Registration Information." It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify ClickSWITCH immediately at support@clickswitch.com.

(f) **Your Use of the Service.** You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at your New Financial Institution. You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that ClickSWITCH or the New Financial Institutions, in their sole discretion, may elect to take.

(g) **Use with Your Access Device.** Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or

terms of your access device and telecommunications provider. CLICKSWITCH MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

(h) **Online Alerts.** ClickSWITCH may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. ClickSWITCH may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. ClickSWITCH may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. ClickSWITCH endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither ClickSWITCH nor the New Financial Institution shall 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 on an alert.

(i) **Disclaimer of Representations and Warranties.** THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. CLICKSWITCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. CLICKSWITCH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A

PARTICULAR PURPOSE. CLICKSWITCH MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

(j) **Not a Financial Planner, Broker or Tax Advisor.** NEITHER CLICKSWITCH NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. CLICKSWITCH IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and the New Financial Institution. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

(k) **Rights You Grant to ClickSWITCH in Connection with Switch Assist.** By submitting Account Information to ClickSWITCH through the Switch Assist feature of the Service, you are licensing the Account Information to ClickSWITCH solely for the purpose of providing the Service. ClickSWITCH may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to ClickSWITCH, you represent that you are entitled to submit it to ClickSWITCH for use for this purpose, without any obligation by ClickSWITCH to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. ClickSWITCH will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit ClickSWITCH to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

(l) **Power of Attorney.** For purposes of these Terms and solely to provide to you the Service, you grant ClickSWITCH a limited power of attorney, and appoint ClickSWITCH as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, New Financial Institution's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN CLICKSWITCH IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, CLICKSWITCH IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

(m) **Feedback.** You agree that ClickSWITCH may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant ClickSWITCH a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to ClickSWITCH in any way. ClickSWITCH will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

(n) **Intellectual Property Rights.** The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The Service and its contents belong or are licensed to ClickSWITCH. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

(o) **Access and Interference.** You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without ClickSWITCH's express written consent, which may be withheld in ClickSWITCH's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

(p) **Limitations on Liability.** CLICKSWITCH AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF CLICKSWITCH AND/OR ITS LICENSOR(S) HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, CLICKSWITCH'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

(q) **Your Indemnification of ClickSWITCH and its licensor(s).** You agree to defend, indemnify and hold harmless ClickSWITCH, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and the New Financial Institution, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

(r) **Modifications.** ClickSWITCH may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the ClickSWITCH site. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

(s) **Termination of your account and the Service.** ClickSWITCH may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your ClickSWITCH account for the Service, you may discontinue your use of the Service by sending an email message to **support@clickswitch.com** with the words "Terminate account" in the subject field, or by sending mail to the following postal address:

ClickSWITCH, LLC, 701 Washington Avenue North, #300, Minneapolis, MN 55401

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

(t) **Governing Law.** These Terms, and your relationship with ClickSWITCH under these Terms, shall be governed by the laws of the State of Minnesota without regard to its conflict or choice of law provisions. Further, you and we agree to the jurisdiction of the state and federal courts located in Hennepin County, Minnesota to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your

use of or access to the Services and is not subject to mandatory arbitration under subsection (v).

(u) **Waiver of Jury Trial and Class Action Waiver.** YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH CLICKSWITCH, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY.

In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts located in Hennepin County, Minnesota.

(v) **Arbitration.** We and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions (despite the choice of law provision in subsection (t) above).

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by email to **support@clickswitch.com** AND by U.S.

Mail **ClickSWITCH, LLC, 701 Washington Avenue North, #300, Minneapolis, MN 55401**. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and thirty (30)-day negotiation period required by this Section shall not apply to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service.

Except as otherwise specifically set forth in this Section, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service (whether based in contract, tort, statute,

fraud, misrepresentation, or any other legal theory), if unresolved through informal discussions within thirty (30) days of receipt of notice (as described in the immediately preceding paragraph), shall be resolved by binding arbitration to be held in the state of your billing address. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in Minneapolis, Minnesota, United States of America, and we and you agree to submit to the personal jurisdiction of any state or federal court in Minneapolis, Minnesota to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at "<http://www.adr.org>," or by calling the AAA at 1-800-778-7879.

We shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$10,000 unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys' fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. For claims that total more than \$10,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, we and you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. We and you understand that, absent this mandatory arbitration provision, we and you would have the right to sue in court. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$25,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to us by e-mail

at **support@clickswitch.com** AND by U.S. Mail to **ClickSWITCH, LLC, 701 Washington Avenue North, #300, Minneapolis, MN 55401**. The notice must be sent within the later of thirty (30) days of your first use of the Service or within thirty (30) days of changes to this Section; otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section. If you opt-out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Service will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this Section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

(w) **Assignment.** These Terms and your access and use of the Service is not assignable, transferable or sublicensable by you except with ClickSWITCH's prior written consent. ClickSWITCH may transfer, assign or delegate these Terms and its rights and obligations without consent.

(x) **Miscellaneous.** If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If ClickSWITCH does not exercise or enforce any legal right or remedy which is contained in these Terms (or which ClickSWITCH has the benefit of under any applicable law), this will not be taken to be a formal waiver of ClickSWITCH's rights and that those rights or remedies will still be available to ClickSWITCH. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and ClickSWITCH regarding the subject matter of the same and supersede all other previous agreements.

Contact.

Please contact us at **support@clickswitch.com** with any questions regarding these Terms.

INDEPENDENT BANK'S RESPONSIBILITY TO YOU REGARDING ELECTRONIC BANKING

- (a) We will be responsible for 100% of your late fees if directly caused by our failure to:
- Complete a funds transfer or a bill payment to or from your account on time.
 - Cancel a funds transfer or a bill payment as properly requested.

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

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

MISCELLANEOUS

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

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

(c) Notices. Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we transmit them, through email or secure electronic messaging, to the last known address or to the last known email address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all. You agree that we may send or provide electronically any notice,

communication, or other disclosure required to be provided orally or in writing to you. We may require written paper confirmation of any electronic or verbal communication that you request. Information you send to us is deemed delivered when we receive and review it.

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

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

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

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

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

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

(j) Limitation of Liability: UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST

PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL DEVICES AND/OR EQUIPMENT, THE INDEPENDENT BANK ELECTRONIC BANKING SERVICES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

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

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

NOTIFICATION OF REGULATORY AUTHORITY

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

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

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

DISCLOSURE OF ACCOUNT INFORMATION

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

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

- When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.

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

PROVISIONS APPLICABLE TO CONSUMERS ONLY

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

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

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

Call customer service regarding any unauthorized transactions.

PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS

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

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

- You will set up login credentials. These must be used to access your business accounts.
- You agree to protect these credentials to prevent unauthorized use.

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

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

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

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

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

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

We are going to need to know the following:

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

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

CUSTOMER SERVICE

Independent Bank's customer service Hub can be contacted in the following ways:

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

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

Revised and effective 5.24.21.