

Bank Independent
Bank to Bank Transfer Addendum
(Consumers Only)

This Bank to Bank Transfer Addendum (this “Addendum”) is an addendum to your Online Banking Agreement and Electronic Funds Transfer Act Notice, your deposit agreement(s), and the Terms and Conditions of Bank Independent Bill Pay (collectively, the “Agreement”), the terms of which are all incorporated into this Addendum by reference, **including without limitation the arbitration provision and the Electronic Funds Transfer Act Notice set forth in the Online Banking Agreement.** This Addendum sets forth the additional terms and conditions for use of the Bank to Bank Transfer Service (“Service”) offered through Bank Independent (the “Bank”) to you, the user (“you,” “your”). Except where modified by this Addendum, the Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning in the Addendum. This Addendum and the Agreement constitute the entire agreement between you and the Bank relating to the Service, supersede any other agreements relating to the Service, and may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of the Service.

a. Relationship to Other Agreements

You may use the Service to access other services offered by the Bank, its affiliates, or third parties not affiliated with the Bank. You agree that when you use these other services, you will be subject to any terms and conditions established by those third parties, including the Bank, its affiliates or unaffiliated service providers, and that this Addendum does not amend any of those terms and conditions. You agree that only the third parties are responsible for their services, and if you have any problems with these third parties, you should contact them directly. Limits on savings account and money market transactions, as set forth in your deposit agreement, are applicable to online banking transfers and bank to bank transfers.

b. Description of the Service

The Service allows you to transfer funds between your linked personal direct deposit or savings accounts at the Bank and certain direct deposit and savings accounts at other financial institutions located within the United States which accept Automated Clearing House (“ACH”) transactions. International transactions are not permitted. This Service requires a separate enrollment within Online Banking. An inbound transfer moves funds into a deposit account at the Bank. An outbound transfer moves funds from an account at the Bank to an account at another financial institution. All of the accounts linked to your user id through Bank Independent’s Online Banking are automatically added to the Service. You will need to enroll each of your accounts from other financial institutions that you wish to use for this Service, by entering the routing number and account number of the account you wish to enroll. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be included as part of this Service will be verified in accordance with Bank procedures and the instructions displayed to you during the enrollment process. The verification process must be completed by you prior to using the Service. You will have ten (10) days after enrolling an account to complete the verification process.

For security, at the point of setting up an account or initiating an outbound transfer, you will receive a one-time passcode via SMS text message on your mobile phone. You will need this passcode to verify your identity in completing setup or initiation of the transfer. If you do not have SMS text message or if you do not receive the passcode, please call the Bank.

For outbound transfers, funds requested to be transferred will be debited to your account at the Bank on the date you initiate the transfer, provided you have met the Bank's cut-off time for submitting transfers through the System. Inbound transfers will be credited to your account at the Bank on the third business day following the day you initiate the transfer, provided you have met the Bank's cut-off time for submitting transfers through the Service. In the case of an inbound transfer which is dated in the future by you or a recurring transfer, these time limits will be the third business day following the scheduled date of the transfer. The cut-off time for initiating transfers through the Service will initially be 3:00 p.m. CST. Funds requested to be transferred will be debited/credited to your account at your other financial institution according to the receiving financial institution's availability and transaction processing schedule.

For each transfer, the Bank will e-mail a confirmation to you at the e-mail address indicated in the Bank's records. You agree to examine the confirmation promptly upon receipt and to notify the Bank immediately of any discrepancy between the confirmation and your records. The Bank shall not be liable for interest compensation, unless the Bank is notified of the discrepancy within 30 days from the date of your receipt of the confirmation or your bank statement including the transfer, whichever is earlier. Please see the Electronic Funds Transfer Act Notice in your Online Banking Agreement as to error resolution. In accordance with the notice and your deposit agreement, you must notify the Bank of an error no later than 60 days after the applicable account statement is sent.

You agree to abide by all policies, requirements and restrictions set forth in this Addendum and as communicated to you in connection with the Service.

c. Transfer Limits

The Bank reserves the right to impose limits on the amount(s) and/or number of transfers (over a period of time set by the Bank) that you transfer using the Service and to modify such limits from time to time. Currently, you may have as many as three inbound transfers, totaling \$1,000, per day, and three outbound transfers, totaling \$1,000, per day. Remember that transfers involving savings accounts and money market accounts are limited by government regulation to six per month. If you exceed these transfer limitations on your savings account or money market account in any calendar month, your account will be subject to closure by the financial institution and may be subject to an excessive usage fee based on the Bank's current fee schedule for each outgoing transfer above the stated limit. Any limits may be changed by the Bank in its discretion from time to time. The Bank is not responsible for preventing you from exceeding the transfer limitations or for any results or damages caused by the excess.

d. Cancellations of Transfers

Requests for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled before the transfers are processed, subject to limitations below. If the transfer status is "In Process," "Pending," or "Processed," you cannot cancel the transfer.

The Bank may at its option accept your cancellations or amendments to a transfer. You acknowledge that if the Bank attempts to cancel or amend a transfer, then the reversal request or amendment must be agreed to by each financial institution which has accepted a payment order related to the transfer at issue before it will be acted upon and you further agree that the Bank shall have no liability if a cancellation or amendment is not effected. **You agree that you shall indemnify and hold the Bank and officers, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, resulting directly or indirectly from compliance with your cancellation or amendment request.**

e. Ownership and Authorization

By enrolling your deposit accounts for use of the Service and by use of the Service, you represent that you are a legal owner of the accounts enrolled and that you have the authority to enroll the accounts, to provide the necessary information about the accounts, and to make transfers between the enrolled accounts. By initiating the transfer, you give the Bank, its service providers, and the third party financial institution authority to transfer the funds as you direct by electronic transfer (ACH). However, you agree that the Bank may use any means or routes which the Bank in its sole discretion considers suitable to execute your transfer. If you have a dispute or question about an account held at another financial institution, you agree to direct these to the account provider.

f. Charges for the Service

You agree to pay any charges for the Service in accordance with the Bank's current fee schedule, as amended from time to time, and/or as shown on the screen prior to a particular transaction. Currently, the fee for outgoing transfers is \$1.00 per transfer. There is no fee for incoming transfers. The Bank will advise you of any fee changes prior to implementing them. Notice of changes may be provided via mail, email, text, or online on the Bank Independent website. You authorize the Bank to automatically charge your account for all such fees incurred in connection with the Service. In the future, the Bank may add to or enhance the features of Service. By using such added or enhanced features, you agree to the terms and conditions of use and agree to pay for them in accordance with the Bank's fee schedule and/or as shown on the screen prior to use. You are responsible for all fees charged by the third party, including another bank, in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any account at another financial institution, you agree to direct these to the account provider.

g. Provide Accurate Information

You represent and agree that all information you provide to the Bank in connection with the Service is accurate, current and complete, and that you have the right to provide such information to the Bank for the purpose of operating the Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree not to use this service to attempt to access any other person's account or information. You agree that the Bank and its service providers are not liable for any errors in the information you provide in connection with the Service.

h. Insufficient Funds and Limitations

You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If your deposit account at the Bank does not have sufficient available funds on the scheduled date, the Bank may elect not to initiate one or more of the transfers. If the Bank does elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your deposit agreement. If the Bank elects to initiate the transfer, you agree to pay all related fees as disclosed in your deposit agreement.

The Bank, through the Service, will use its best efforts to make your transfers properly. However, the Bank and its service providers shall incur no liability if the Service is unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- 1 – If your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection;
- 2 – If the Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- 3 – If you have not provided accurate information;
- 4 – If circumstances beyond the control of the Bank or the Service (including without limitation fire, flood, external interference) prevent the proper execution of the transaction; and/or
- 5 – If the other financial institution involved mishandles or delays processing a transfer sent through the Service.

i. Proprietary Rights

You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology involved in the Service.

j. User Conduct

You agree not to use the Service or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or cause the Bank to lose (in whole or in part) the services of the Bank's third-party service provider(s); (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; (j) access the information and content manually by request and not programmatically by macro or other automated means; or (k) use the Service in such a manner as to gain unauthorized entry or access to the Bank's or third party computer systems.

k. Restriction on Commercial Use or Resale

You agree not to resell or make any commercial use of the Service.

l. Indemnification of the Bank

Notwithstanding any language to the contrary contained in this Addendum or in the Agreement, when you use the Service, you agree to protect and fully compensate the Bank and its service providers and affiliates from any and all third party claims, liability, damages, expenses, losses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use or misuse of the Service, your violation of this Addendum or the Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

m. Service Limitations

The Bank and its third party service providers cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other interruptions. Notwithstanding any language to the contrary set forth in this Addendum or the Agreement, the Bank and its service providers do not assume responsibility for the timeliness, accuracy, reliability or completeness of information or data used in the Service, the availability of information, or the deletion, non-delivery or failure to store any user data, communications or personalization settings. The Bank cannot guarantee the security of the Service, as it may be compromised or malicious code may be introduced by third parties. The Bank will provide you with notice if your information is the subject of a security breach as required by applicable law. The Bank is not responsible for any failure of another financial institution to act in a timely manner. As a result, the Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

n. Third Party Products

You agree to exercise caution when browsing on the Internet and to use good judgment and discretion when obtaining or transmitting information or making purchases. From the Service website, you may access or be directed to sites containing information or material that may be offensive or inappropriate to some people. The Bank does not endorse and makes no effort to review the content of these sites, nor is the Bank responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. The Bank retains the right (not the obligation) at its sole discretion to prevent access to any site from the Bank's website.

o. Privacy

The Bank has a commitment to keep information about you secure and confidential. Please see the Bank's privacy policy online at www.bibank.com/privacy-policy to understand how the Bank protects, collects, and shares your personal information.

p. Changes or Cancellation

You may cancel your participation in the Service **by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050**. The Bank reserves the right to change or cancel the Service, in whole or in part, at any time without notice. The Bank may also suspend your access to the Service at anytime without notice and for any reason, including but not limited to your non-use or misuse. You agree that the Bank and its service providers will not be liable to you or any third party for

any modification or discontinuance of the Service. Your access to the Service will automatically terminate upon your termination of your Online Banking Agreement.

q. Third Party Beneficiary

You agree that the Bank's service providers may rely upon your authorization and the disclaimer of warranties and the limitations of liability contained in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce those provisions as applicable.

r. Limitations and Warranty Disclaimers.

The Bank and its service providers disclaim all warranties relating to the Service or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. There is no guarantee that access to the Service will be available at all times, and the Bank shall not be liable if you are unable to access the services. The Service is provided "AS IS." Neither the Bank nor its service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if the Bank or its service providers, as applicable, have been advised of, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of the Bank or its service providers to you in connection with the Service or with Online Banking or otherwise under this Addendum or the Agreement exceed the amounts paid by you for the services provided through the System.

s. Miscellaneous.

If any part of this Addendum is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. This Addendum shall be construed in accordance with and governed by Alabama law and applicable federal law and regulations. **This Addendum is subject to the arbitration provision set forth in the Agreement.** Any waiver (express or implied) by the Bank of any default or breach of this Addendum must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Addendum. This Addendum is, however, binding upon you, your heirs, successors, and assigns. Certain of the obligations, such as indemnity obligations, which by their nature would continue beyond termination, cancellation, or expiration of this Addendum and the Agreement, shall survive termination, cancellation, or expiration of this Addendum and the Agreement.