

## **ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER ACT NOTICE**

Please read the following agreement carefully. After you have read this Agreement, you may sign up for Bank Independent's Online Banking System, including Bank Independent's Bill Pay, Mobile Banking, and other services described in this Agreement and/or in separate agreements for the particular service (hereafter referred to as "System") by logging in at [www.bibank.com](http://www.bibank.com).

### **Agreement:**

This Agreement is the contract which establishes the terms and conditions for usage of the System, and covers your electronic access to your accounts at Bank Independent (the "Bank") through the System, including all System Services (as defined below). This Agreement and the System include, without limitation, Online Banking and, if you choose to participate, Bank Independent Bill Pay, Mobile Banking, Bank to Bank Transfer (consumers only), Online Financial Management, and eStatements each of which have additional terms and conditions which you will need to read and agree to in order to receive the particular service. By using the System or permitting any other person to use the System, you represent that you are at least nineteen (19) years of age and you accept all the terms and conditions of this Agreement, **INCLUDING WITHOUT LIMITATION THE ARBITRATION PROVISION SET FORTH HEREIN.**

The terms and conditions of this Agreement are in addition to any deposit agreements, deposit account rules and regulations, fee schedules and disclosures for each of your accounts (collectively, the "Deposit Agreement") as well as your other agreements with Bank, including any agreements detailing particular System Services and any loan-related agreement or overdraft protection agreement.

This Agreement, the Deposit Agreement and any other documentation relating to the other features of the System, constitute the entire Agreement between you and Bank with respect to the subject matter of this Agreement, and there are no unwritten understandings or agreements as to those matters.

### **Definitions:**

As used in this Agreement, the words "we", "our", "us" and "Bank" mean Bank Independent. "You" and "your" refer to the accountholder authorized by Bank to use System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System. "Account" or "accounts" means your deposit or loan account at Bank. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, ACH transactions, and transfers to and from your bank accounts using the System including bill payments. "System Services" means the services provided pursuant to the Agreement, including Online Banking, Bank Independent Bill Pay, Message Center, and Mobile Banking. "Online Banking" means the use of the internet to access your accounts and the System Services. "Business days" means Monday through Friday, excluding holidays.

**Consent to Electronic Delivery of Notices:**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on the Bank’s website or by e-mail. Any such e-mail or posting on the Bank’s website will be considered received by you within three (3) calendar days of the date sent or posted by the Bank, regardless of whether or not you login to the system within that time frame. You also agree to notify us immediately of any change in your e-mail address by any of the methods stated in the section titled “Communications Between You and Bank” within this Agreement.

**System Requirements:**

At a minimum, the following software requirements are needed for access to and retention of electronic information in using the System:

Software
<ul style="list-style-type: none"><li>• Current and prior major releases of Explorer, Firefox, Chrome, and Safari (with the exception of versions 5.1.4 and 5.1.5 of Safari).</li></ul>
<ul style="list-style-type: none"><li>• Cookies enabled</li><li>• 128-bit encryption</li></ul>

The software requirements may change from time to time. To check the compatibility of your browser with the Bank’s Online Banking System, please see the Online Banking Section of the Bank’s website ([www.bibank.com](http://www.bibank.com)) under “Resource Center” for a “Browser Check.” Bank will notify you of any future changes to these software requirements electronically by posting the notice on the Bank’s Online Banking System.

**Joint Accounts:**

The provisions of this paragraph apply if any of your accounts with the Bank is a joint account. Each holder of a joint account who accesses the System is jointly and severally bound by this Agreement. Each of you acting alone, under separate, assigned log-in ID and password may perform transactions, pay bills, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify either of you about the actions of the other. For joint accounts requiring two or more signatures, please refer to the Waiver of Joint Signatures form signed in conjunction with this Agreement for related modifications to transact business online. However, each of you will only be permitted to access accounts for which you are an owner or authorized signer.

Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring the instructions of the other or of any other person you authorize to use your Bank System Services. Each of you agrees to indemnify

and hold us harmless from any and all liability (including, but not limited to, reasonable attorneys' fees) arising from any such claims or actions.

**Access:**

To use the System, you must have at least one active account at the Bank, access to Internet Service and an E-mail address. You must have a checking account to utilize Bank Independent's Bill Pay Service. In order to use Mobile Banking, you must have a supported cellular phone with access to the internet and/or text messaging capabilities, and a supported camera, depending on the services which you use. Access to the System will not be effective until all information has been verified and entered in the System. Access to your accounts through the System will be based upon the identification of users and authority levels as specified by you upon enrollment. Changes to account information must be communicated to us in writing. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

During your System online session, you will be automatically disconnected following ten (10) minutes of inactivity. You may then sign-on again, if desired.

**System Services:**

You can use the System to: check the balance of your Bank accounts, view Bank account histories and statements, transfer funds between your Bank accounts, make stop payments, communicate with Bank customer service through the Message Center, pay bills from your Bank accounts in the amounts and on the dates requested (in accordance with the Terms and Conditions of Bank Independent Bill Pay), transfer funds between your accounts at Bank Independent and at other banks (for consumers only at the discretion of the Bank and in accordance with the Bank to Bank Transfer Addendum), utilize Online Financial Management, a personal finance management service (in accordance with the Online Financial Management Addendum), and access your accounts using Mobile Banking (in accordance with the Mobile Banking Addendum, outlining terms and conditions of Mobile Banking). Business customers may also use the System for Remote Deposit Capture, ACH transactions, and for wire transfers (each in accordance with a separate agreement). Please read all online instructions carefully as some service features may require separate authorization or the submission of the completed form to us by mail or in person. Additional services and enhancements to existing services may be added from time to time without prior notice. Balance and activity information will be available as of 8:00 PM (Central Standard Time) of the previous business day and will include any pending memo posted transactions for the current business day not yet officially posted to your account (direct deposits, ATM withdrawals, point-of-sale transactions and holds).

Message Center: Once you have accessed your accounts electronically, you may send secure messages to and receive messages from the Bank through the "Message Center" link located on your System account screen.

Through this Agreement and your use of the Service and its components, you agree to all terms and conditions of use.

**Hours of Access:**

You can use the System seven days a week, twenty-four (24) hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled system maintenance or events beyond our control. When possible, we agree to post notice of any extended or unusual periods of non-availability on the System website “www.bibank.com”.

**Your Password:**

For security purposes, you are required to create your own password upon your initial login to the System. You determine the password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and you agree to change your password regularly. Upon three (3) unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you may reset your password online by clicking the “Reset Password” tab on the login screen, entering your user id, and answering the online security question to identify yourself. Passwords must be six (6) to twenty-five (25) characters and must contain both alpha and numeric characters for purposes of security. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, email addresses, date of birth, or names of children, and should be memorized rather than written down.

**Security/Privacy:**

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your password, user ID, and answers to your security questions, which are intended to provide security against unauthorized entry and access to your accounts. If you provide your password and/or user ID and/or answers to your security questions to anyone, you authorize any transactions carried out by that person. Data transferred via the System is encrypted in an effort to provide transmission security; however, you need a 128-bit encryption device on your computer browser for optimum security. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers to third parties utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others. For further information on Privacy, please read our Privacy Statement located online. You hereby indemnify, agree to defend, and release the Bank from and against any and all liability related to and agree not to make any claim against the Bank for honoring or allowing any actions or transactions in which you have authorized the person performing the action or transaction to use your account

or in which you have provided to the person your password and/or user ID and/or answers to your security questions.

**Fee and Charges:**

You agree to pay the fees and charges for your use of the System as set forth in the Deposit Agreement and as disclosed during a transaction, as the same may be amended from time to time, in addition to any fees associated with certain features of Bank Independent Bill Pay, Mobile Banking, and Bank to Bank Transfer (as indicated on your screen prior to use, the Bank's Schedule of Fees, and/or in the terms and conditions for the particular feature). Other fees may be charged for specific transactions. These fees will be shown on your screen during the point of transaction. You agree that all such fees and charges will be deducted from your Bank checking account. If you close your checking account, you must contact us in person, by e-mail or in writing immediately to designate another account as your account to be debited for Fees and Charges. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for any telephone, Internet service, satellite or other such associated fees you incur in connection with your use of the System.

**Posting of Transfers:**

Internal transfers initiated through the System before 8:00 PM (Central Standard Time) on a business day are posted to your account the same day, provided funds are available. Internal transfers completed after 8:00 PM (Central Standard Time) on a business day, or anytime on a Saturday, Sunday or bank holiday, will be posted on the next business day, provided funds are available. The System identifies transfers and other transactions based upon the user ID of the user who made the transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your account in order to avoid overdrafts.

Bill Pay transactions initiated through the System before 3:00 PM (Central Standard Time) on a business day are posted to your account on the same day if scheduled for that day, provided funds are available.

**Overdrafts (Order of Payments, Transfers and other Withdrawals):**

If your account has insufficient funds to perform all electronic funds transfers (transfers, Bill Payment, etc.) you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals will have priority, then debit card transactions, ACH transactions, and checks (with payment of larger dollar transactions first within each category). Please see the Bank's Notice Regarding Payment of Items for further detail.
- b. Electronic funds transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic funds transfer initiated through the System which would result in an overdraft on your account are not cancelled,

overdraft charges may be assessed pursuant to the terms of the Deposit Agreement.

**Limits on Amounts and Frequency of System Transactions:**

Your ability to transfer funds from certain accounts, such as money market accounts and savings accounts, is limited by federal law and regulation and by the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable to excessive withdrawals or transfers and any applicable penalties. Transfers made using the System are counted against the permissible number of transfers described in the Deposit Agreement. If a hold has been placed on deposits made to accounts from which you wish to transfer funds, those held funds are unavailable until the expiration of the hold.

**System Bill Payment Service:**

The Bank offers a bill payment service through iPay Technologies, a subsidiary of Profit Stars, a Jack Henry company. By agreeing to the terms of this Agreement and by your use of the bill pay service, you are agreeing to the Terms and Conditions of Bank Independent Bill Pay, as presented to you separately upon your enrollment in Bank Independent Bill Pay. In order to participate, you must follow the standard operating procedures and terms and conditions with respect to use of the Bill Payment Service as described in the Terms and Conditions of Bank Independent Bill Pay, as the same may change from time to time. When you select Bill Payment on the System, you will be prompted to this bill payment service. The Bank reserves the right to terminate or deny bill payment service.

You understand and agree that the Bank is not responsible for the timely delivery of mail, the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account, or for your failure to have sufficient funds in your designated Bank account on the payment date. The Bank shall not be responsible for any charges imposed or other action taken by a payee resulting from a late payment, including but not limited to finance charges and late fees, unless the Bank's actions or inactions are the sole cause of such charges or actions.

**Stop Payment Requests for Paper Checks:**

You may initiate stop payment requests online via the System only for paper checks you have written or authorized on your Bank accounts (not pre-authorized or electronically established payment requests through the System). Online stop payment requests will be processed immediately if the item has not already cleared your account. Stop payment fees will be assessed to the checking account on which the stop payment has been issued according to the Deposit Agreement. To be effective, this type of stop payment request **must** precisely identify the name of the payee, the check number, the amount and the date of the check.

If you initiate your stop payment request online, as directed by the instructions on the screen, you must also print and sign the "New Stop Payment" Confirmation generated by

the System when you have completed your Stop Payment Request. This signed confirmation must be returned to the Bank within fourteen (14) days after your request. If you do not return the signed request within fourteen (14) days, the stop payment order will expire after the fourteen (14) day period.

### **Mobile Banking and Mobile Devices:**

Mobile Banking allows you to easily access your Accounts through an application on your mobile phone or browser, in accordance with this Agreement and the Mobile Banking Addendum, the terms of which are incorporated herein. You also have the option of enrolling in a text version of Mobile Banking for your Accounts. We may change, upgrade, or add new features to Mobile Banking from time to time without notice to you. In order to use Mobile Banking properly, you agree to the terms of this Online Banking Agreement and the Mobile Banking Addendum and have set Online Banking credentials. You also agree to accept responsibility for understanding how to use this service and any updated or changed version of this service. You agree to indemnify the Bank for any improper use of Mobile Banking or any of the other System Services in addition to any violation of the restrictions set forth in the Mobile Banking Addendum. The Bank reserves the right to refuse to make any transaction you request through Mobile Banking. Mobile Banking may not be available through all mobile service providers and carriers, or on all types of mobile phones. Please see the Mobile Banking Addendum for specific terms and conditions of its use.

Any usage of your mobile phone or wireless device in connection with the System Services is subject to the terms and conditions of the service agreement between you and your telecommunications provider. This Agreement does not amend, supersede or replace the service agreement between you and your telecommunications provider. Your telecommunications provider may assess data and/or messaging charges. You are solely responsible for any such charges. You agree to resolve any problems with your telecommunications services directly with your telecommunications provider.

If you use any mobile or wireless device in connection with the System Services, and the device is lost or stolen, you agree to contact your telecommunications provider immediately to make the appropriate changes to disable the use of your device. If your device is lost or stolen or if you cancel or change your cellular number, you agree to notify us immediately and to update your user ID and password. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with your mobile device immediately. If you permit other persons to use your mobile device, login information, or other means of access to Mobile Banking, you will be held responsible for any transactions they authorize.

**Electronic messaging cannot be used to notify us of lost or stolen user IDs and passwords, nor can it be used to notify us of unauthorized transactions.** You acknowledge that there are risks associated with using a mobile or wireless device, and in the event of theft or loss of such device, your confidential information could be compromised. You agree not to provide your access information to any unauthorized person, not to leave your mobile device unattended while logged into Mobile Banking, and to log off immediately at the completion of each access by you. By use of your mobile or wireless device in connection with the System Services, you assume these risks.

**Disclosure Of Account Information And Transfers:**

You understand information about your accounts or transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to System. You understand that you are agreeing not to use any part of the System for unlawful or fraudulent purposes. If, during your use of the System or any of the System Services, we notice any information or action that may be fraudulent or otherwise unlawful, you agree that, to protect you, we may ask for further identifying information from you and/or research your accounts with us and report such information to government or other regulatory officials as required by applicable law. You agree and hereby authorize all of these transfers of information. For further information please read our Privacy Statement located online at [www.bibank.com](http://www.bibank.com).

**Disclosure of Account Information to Third Parties:**

We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing a transfer
- b. In order to verify existence and condition of your account for a third party, such as a credit bureau or merchant
- c. In order to comply with government agency or court orders or officials having legal authority to request such information
- d. As required by applicable law or regulation
- e. If you give us your written permission
- f. If we have entered into an agreement to have any party provide the Service
- g. To Bank-affiliated companies

Information concerning your account history with Bank may be shared within the Bank's affiliated organization. Other information, including information you have given us as part of an application for one of our products or services, information we have received from a credit bureau or other third party, also may be shared among affiliated organizations. You may direct that information other than your Bank account history not be shared with Bank affiliates by writing us at the postal address referenced in the section of this Agreement titled "Communication Between Bank And You".



**Periodic Statements:**

All System transactions will appear on your periodic account statement. You will receive a periodic statement for each monthly cycle in which an electronic funds transfer has occurred and a statement at least quarterly if no transfer has occurred.

**Change In Terms:**

We may change any term of this Agreement at any time. If the change would result in increased fees for any System Service, increased liability for you, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We may post any required notice of change in terms on the Bank System website or forward it to you by e-mail or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit account agreements and disclosures govern changes to fees applicable to specific accounts. You also agree to accept notification on any and all changes to these accounts by e-mail.

**Disclaimer Of Warranty And Other Limitations Of Liability:**

**WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SYSTEM SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT.** We do not and cannot warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times or that you will always have access to System Services. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or have the capacity to meet your demands during specific hours. Neither the Bank nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use the services or products provided hereunder, even if the Bank had notice of the possibility of such damage. Neither the Bank nor its suppliers will be liable for unauthorized access to the Bank's transmissions facilities or premises or equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of the Bank or its suppliers' negligence. **In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the System. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System. You agree to indemnify, defend, and hold harmless the Bank, its officers, employees, directors, suppliers and agents, in their individual capacities**

**and otherwise, from and against any and all losses, errors, injuries, expenses, claims, attorneys' fees, interest, or other damages arising out of your negligence, your failure to comply with applicable law, and your failure to comply with the terms of this Agreement.**

**ARBITRATION:**

**The parties hereto agree that all disputes, claims, and controversies between them, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including with limitation contract and tort disputes but specifically excluding injunctive or other equitable relief, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Any award in such arbitration shall be final and binding upon the parties. The statute of limitations, estoppels, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. You agree that should any claim or dispute you may have against us be resolved by means other than arbitration, such claim or dispute must be resolved by a court located in Lauderdale County, Alabama.**

**Our Liability For Failure To Make A Transfer:**

If we do not complete a transfer to or from your account, on time or in the correct amount, according to our Agreement with you when you have properly instructed us to do so, we will be liable to you as follows:

- a. We will use our best efforts to return the improperly transferred funds to the Account;
- b. We will direct to the proper payee any previously misdirected payment or transfer; and
- c. We will pay any late fees assessed due to this error if the Bank's actions or inactions are the sole cause of such charges.

You agree to assist us, as necessary, in our efforts to recover any misdirected funds and to otherwise comply with your payment instructions. If we cause an incorrect amount of funds to be credited to your account, you agree that we may take any action appropriate to correct the error, including debiting your account.

We will not be liable in the following circumstances or as otherwise provided in this Agreement and in the Deposit Agreement:

- a. If through no fault of ours, you do not have enough money in your account to make a transfer
- b. If a legal order or other legal process directs us to prohibit withdrawals from the account

- c. If your account is closed, frozen or subject to a hold
- d. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts or exceeds the balance in any account that has been linked to your checking account for overdraft protection
- e. If you or anyone authorized by you commits any fraud or violates any law or regulation
- f. If any electronic terminal, telecommunication device or any part of the System electronic funds transfer system is not working properly and this problem should have been apparent to you, or we advised you of such malfunction when you started the transfer
- g. If you have not properly followed the on-screen instructions for using the System
- h. If circumstances beyond our direct control (including, but not limited to fire, flood, interruption of telephone or other communication service, delays in postal service, etc.) prevent the transfer, despite reasonable precautions that we have taken
- i. If your transfer or payment authorization terminates by operation of law
- j. If you become aware of facts which suggest that someone has accessed your accounts without your permission and you fail to notify the Bank immediately
- k. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring
- l. If you default under this Agreement, the Deposit Agreement, a credit agreement or any other agreement with us or if you or we terminate this Agreement

**The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of the System. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.**

**Third Party Network Disclaimer:**

You may not resell or redistribute any services you receive through the System, or our other services, or from our suppliers. You acknowledge and agree that neither the Bank nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will not use the services provided to you or the Internet for illegal or disruptive purposes. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail (“spamming”), propagating computer worms or viruses or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties.

**Third Party Software; Virus Protection:**

The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the System (for example Quicken, other personal financial management software, etc.). The Bank is not responsible for any electronic virus that you may encounter. We encourage you to routinely scan your computer, software, USB devices and other storage devices or cards using a reliable virus product to detect and remove any viruses found. Undeleted or unrepaired viruses may alter, corrupt, damage or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit the virus to other computers, software, or storage devices.

**Your Right To Terminate:**

You may cancel your System service at any time by providing us with written notice by postal mail or Secure Mail. Your access to the System will be suspended within three (3) business days of our receipt of your instructions to cancel the service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation.

**Our Right To Terminate:**

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- a. Without prior notice, if you have insufficient funds in any one of your Bank accounts. System Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc.
- b. If you do not login to the System or have any transaction scheduled through the System during any consecutive ninety (90) day period. If you wish to reinstate the System Services, you must contact the Bank.
- c. If you violate any term or condition of this Agreement
- d. Upon reasonable notice, for any other reason in our sole discretion

**Electronic Mail:**

If you send the Bank an electronic mail message (e-mail), the Bank will be deemed to have received it no later than the following business day. The Bank will have a reasonable time to act on your e-mail.

You should NOT rely on e-mail if you need to communicate with the Bank immediately (for example, to report the loss, theft or unauthorized use of your password or an unauthorized transaction from your Bank account).

**Communication Between You and Bank:**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways (normal business hours are from 8:00 AM to 8:00 PM, Monday through Saturday), excluding federal holidays:

E-mail: You may contact us at customerservice@bibank.com.

Telephone: You may contact us by telephone at (256) 386-5000 or toll free at (877) 865-5050.

Message Center: You may contact us using the Message Center service within our Online Banking System.

Postal Mail: You may contact us by mail at: Bank Independent  
Attn: Customer Service  
P.O. Box 5000  
Sheffield, AL 35660

In Person: You may visit us in person at any one of our locations, listed for your convenience at [www.bibank.com](http://www.bibank.com).

**Miscellaneous:**

This Agreement is governed by the laws of the State of Alabama and applicable federal laws and regulations. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. We may assign this Agreement to any present or future affiliated company and we may assign or delegate any of our rights and responsibilities under this Agreement to independent contractors or third parties. This Agreement is binding upon you, your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Electronic Funds Transfer Disclosure to Consumers – Only Applicable to Consumers (accounts which are primarily for personal, family or household use)**

**In Case of Errors or Questions About Your Electronic Transfers, Including Bill Payments:**

Contact us as soon as possible if you think your paper statement or electronic statement is wrong, or if you need more information about a transfer listed on either statement. You may contact us for this purpose by any of the methods stated above in the section titled “Communications Between You and Bank”. We must hear from you no later than sixty (60) days after we sent you the **FIRST** statement upon which the problem or error appeared. When you contact us:

- a. Tell us your name and account number.
- b. Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we **do not** receive it in written form within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Pre-authorized Credits:**

If you have arranged to have direct deposits made to any of your accounts at least once every sixty (60) days from the same person or company, you may contact us at (256) 386-5000 or at (877) 865-5050 during normal business hours to find out whether or not the deposit has been made. You may access your account 24 hours a day through our Independent Express at (866) 478-5010. You may also check deposits made to your accounts through the Online Banking System.

**Your Liability For Unauthorized Transfers:**

**Contact us at once** if you believe your password has been lost, stolen or used without your authorization or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. You may contact us for this purpose by any of the methods stated in the section titled “Communications Between You and Bank”. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do not contact us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper statement or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within sixty (60) days after the statement was mailed or provided to you, you may not get back any money you lost through transactions made after the sixty (60) day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or extended hospital stay) kept you from contacting us, we will extend the time periods.

## **Electronic Communications disclosure regarding your Bank Independent Account(s) (For Consumers Only)**

This disclosure is provided to you to explain receiving electronic communications from Bank Independent. If you want to receive documents and communications from us electronically, please read this disclosure and complete the following steps: First, give your consent by clicking the “I Accept” button at the bottom of this page. Next, confirm that you are able to access the PDF document located under the eStatement tab inside online banking. Finally, click the “I Accept” button at the bottom of the eStatement page. Remember, you must be enrolled in Online Banking in order to receive electronic communications.

This disclosure describes your rights relative to electronically receiving communications from us, as well as the method for withdrawing your consent. We recommend you print and retain a copy of this disclosure.

### **Documents and Communications Covered**

This disclosure covers all of your accounts, products, and services including, but not limited to your deposit and loan accounts, with Bank Independent, opened currently or in the future. You understand and agree that Bank Independent may provide to you, in electronic format, either by e-mail notification to the address you have provided to us or through a secure message within our online banking system, the following types of communications:

- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service, including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Disclosures, agreements, notices and other information related to the opening of an account, or to any other product or service, including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosures regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products, or services you currently have or obtain in the future from us;
- Our Privacy Policy and other privacy statements or notices;



- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit in person or electronically, such as signature cards, W-9's or other agreements.

Even if you elect to receive communications electronically, Bank Independent reserves the right to send paper communications to you at any time, at its sole discretion.

### **Right to Withdraw your Consent**

You may withdraw your consent to receive electronic communications by following the procedures below:

- Call our Customer Service Department at 256-386-5000 or 877-865-5050; or
- Visit any of our branch locations

Your withdrawal of consent is effective only after you have communicated your withdrawal to Bank Independent by calling the appropriate customer service phone number or by visiting one of our branch locations, and Bank Independent has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

### **Obtaining Paper Copies**

You may print or make a copy of an electronic communication by using your printer or by saving a copy. Upon request, we will provide you with a paper copy of any electronic communication from us, provided we receive your request within 12 months after the date the communication was first made available to you electronically. Additional charges for paper copies may apply. You may request a paper copy of these communications by doing one of the following:

- Calling our Customer Service Department at 256-386-5000 or 877-865-5050; or
- Visiting any of our branch locations

We recommend that you print or download a copy of any periodic statement, disclosure, or any other electronic communication you receive from Bank Independent, to retain for your permanent records.

### **Updating Contact Information**

In the event your e-mail address or other contact information changes, you must notify Bank Independent of such changes immediately using one of the following methods:

- Call our Customer Service Department at 256-386-5000 or 877-865-5050; or

- Click on “Email” under the eStatements tab within Online Banking

**Please note that changing your email address under the eStatement tab, will ONLY change your email address for electronic communications. Changing your email address within Online Banking will not change the email address where your electronic communications are sent.**

If you fail to update or change an incorrect e-mail address or other contact information, you understand and agree that any communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in Online Banking or at Bank Independent’s website or e-mailed to the e-mail address we have for you in our records.

### **Invalid E-mail Address**

If the electronic communication we send you is returned to us because of an invalid e-mail address, we will make a reasonable effort to contact you to get your corrected information. If we do not receive a valid e-mail address from you within a reasonable time then we may discontinue sending communications to you electronically and resume mailing paper statements and written communications.

### **Multiple Online IDs**

eStatements can only be set up for an account under one online banking ID. If you wish for your eStatement notifications to go to more than one person for an account, then that party must be set up in the “Additional Recipient” tab inside the eStatement tab on the ID under which the account is established.

### **System Requirements**

In order to be able to access and retain the Electronic Communications, your personal computer must support the following minimum hardware and software requirements:

- A personal computer with an industry supported Windows or Mac OS operating system along with internet access
- An External e-mail address
- Adobe Reader or 6.0 or higher (If you do not have the necessary Adobe software, it can be downloaded.
- Current and prior major releases of Explorer, Firefox, Chrome, and Safari (with the exception of versions 5.1.4 and 5.1.5 of Safari)
- Cookies enabled
- 128-bit encryption

Bank Independent may change the hardware and software requirements for receiving electronic communications at any time with 30 days notice to you. If you choose not to obtain the new hardware or software, you may withdraw your consent to receive electronic communications without any fee or charge to you for such withdrawal.

**Consent**

By clicking on the “I Agree” and then the “Enroll Now” buttons within the eStatement tab, you confirm that you have computer hardware and software that meets the requirements above. You also authorize Bank Independent to send all communications to you electronically as described above. Bank Independent will continue to provide this information electronically until you withdraw your consent as described above. By clicking on the “Decline” button within the eStatement tab, you will not be sent electronic communications.