

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

Effective December 5, 2023

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) or through Bank Independent's Mobile Banking application.

### **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. You need to read any terms and conditions that are included as addenda after this Agreement, including without limitation terms and conditions for Bank Independent Bill Pay, Mobile Banking, and Bank to Bank Transfer. By accepting the terms and conditions of this Agreement, you are also accepting the terms and conditions of those services, if you choose to receive those services. 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 all terms and conditions for specific services which follow 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.

#### ONLINE BANKING SYSTEM REQUIREMENTS:

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

- A personal computer with an industry supported Windows or Mac operating system along with internet access
- An external e-mail address
- The latest version of Microsoft Edge, Firefox, Google Chrome, or Safari (Apple/Mac Users only).
- Browser SSL version TLS 1.2 or higher
- Cookies enabled

The system requirements may change from time to time. 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.

#### 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, communicate with Bank customer service, 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), and access your accounts using Mobile Banking (in accordance with the Mobile Banking Addendum, outlining terms and conditions of Mobile Banking). 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).

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](http://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. 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 contact Bank, or reset your password online by clicking the "Forgot?" link on the Online Banking password entry screen. Passwords must be eight (8) to twenty-five (25) characters, must contain both alpha and numeric characters, and must not match or contain your user ID or current password 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 authorized devices, which are intended to provide security against unauthorized entry and access to your accounts. If you provide your password, user ID, biometric access (thumbprint/Face ID) and/or access to previously authorized devices 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 biometric access (thumbprint/Face ID), and/or access to previously authorized devices.

#### 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 immediate transfers initiated through the System are memo-posted to your account the same day, provided funds are available. However, only funds transferred before 8:00 p.m. Central Time can be applied toward previous transactions. 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.

Electronic Bill Pay transactions initiated through the System are posted to your account on the scheduled payment date.

#### 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 items will be paid in accordance with the Bank's Notice Regarding Payment of Items. Electronic funds transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled. 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.

#### MOBILE BANKING AND MOBILE DEVICES:

Mobile Banking allows you to easily access your Accounts through an application on your mobile phone, 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, which Addendum follows this Agreement. 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. YOUR ACCEPTANCE OF THIS AGREEMENT THROUGH THE BANK'S MOBILE APPLICATION CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE MOBILE BANKING ADDENDUM FOLLOWING THIS AGREEMENT.

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:

- Where it is necessary for completing a transfer
- In order to verify existence and condition of your account for a third party, such as a credit bureau or merchant

- In order to comply with government agency or court orders or officials having legal authority to request such information
- As required by applicable law or regulation
- If you give us your written permission
- If we have entered into an agreement to have any party provide the Service
- 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:

- We will use our best efforts to return the improperly transferred funds to the Account;
- We will direct to the proper payee any previously misdirected payment or transfer; and
- 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:

- If through no fault of ours, you do not have enough money in your account to make a transfer
- If a legal order or other legal process directs us to prohibit withdrawals from the account
- If your account is closed, frozen or subject to a hold
- 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
- If you or anyone authorized by you commits any fraud or violates any law or regulation
- 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
- If you have not properly followed the on-screen instructions for using the System
- 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
- If your transfer or payment authorization terminates by operation of law
- 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
- If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring
- 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:

- 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.
- 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.
- If you violate any term or condition of this Agreement
- 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](mailto:customerservice@bibank.com).

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

Message: 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:

- Tell us your name and account number.
- 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.
- 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, check the box stating "I agree to the listed terms.", and click the "Enroll Now" button. 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 AND



- Click on “Email Settings” under the eStatements tab within Online Banking and update your email address.

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. Mailing paper statements may result in a fee being charged to your account. See the Bank’s Fee Schedule, located in your most recent bank statement, for current charges.

#### 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 account’s documents option 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 operating system along with internet access
- An external e-mail address
- The latest version of Adobe Reader (If you do not have the necessary Adobe software, it can be downloaded at no cost at <http://get.adobe.com/reader>.)
- The latest version of Microsoft Edge, Firefox, Google Chrome, or Safari (Apple/Mac Users only).
- Browser SSL version TLS 1.2 or higher
- Cookies enabled

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.

## MOBILE BANKING ADDENDUM

This Mobile Banking 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 Electronic Funds Transfer Act Notice. This Addendum sets forth the additional terms and conditions for use of the Mobile Banking Services (“Mobile Banking” or “Mobile Banking Services”) 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 Mobile Banking, supersede any other agreements relating to Mobile Banking, 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 Mobile Banking.

### I. ACCEPTANCE OF ADDENDUM; DESCRIPTION OF SERVICES.

#### A. Accepting this Addendum.

By clicking “I Agree” or “I Accept” when you register for Mobile Banking Services or by using the Mobile Banking Services, you agree to the terms and conditions of this Addendum.

#### B. Description of Mobile Banking Services.

The Mobile Banking Services allow you to:

- (i) access Bank Independent account information such as balances and recent transaction history;
- (ii) transfer funds between your accounts at Bank Independent;
- (iii) obtain information on your accounts using sms text messaging (standard text rates apply);
- (iv) make payments to merchants and individuals who have previously consented to accept payments through Bank Independent Bill Pay; provided, however that paying bills through Mobile Banking is subject to additional restrictions outlined in Section VI below;
- (v) if available, deposit certain checks into deposit accounts that are eligible to receive mobile deposits via Mobile Deposit; and

(vi) perform other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices. See the Bank's website at [www.bibank.com](http://www.bibank.com) for the most up-to-date information on Mobile Banking. Mobile Deposit requires a supported mobile device with a supported camera and operating system, in addition to a data plan for your mobile device.

The Bank reserves the right to modify the scope of the Mobile Banking Services at any time and to limit the number of mobile devices through which you may access the Mobile Banking Services. The Bank reserves the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. The Bank does not guarantee that your particular mobile device, camera, operating system or mobile carrier will be compatible with the Mobile Banking Services.

#### C. Use of Mobile Banking.

You understand that you must be an Online Banking System customer in order to enroll in Mobile Banking. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software").

From time to time, the Bank may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Software. The Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your wireless device.

#### D. Relationship to Other Agreements.

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with the Bank and its affiliates, including without limitation the arbitration provision and the Electronic Funds Transfer Act Notice contained in your Online Banking Agreement. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile

service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

#### E. Errors

You agree to notify the Bank of any suspected errors regarding Mobile Banking or Mobile Deposit immediately, but in no event later than 60 days after the applicable account statement is sent, in accordance with the Electronic Funds Transfer Act Notice in your Online Banking Agreement.

#### F. Card Control Service.

##### Description and Access

The Card Control Service is accessible through the Online Banking Service or the Mobile App to provide you the ability to control and manage any Debit Card linked to your Account. You can set alerts and controls on transactions based on certain criteria and parameters.

##### Control Settings

The service provides the following controls:

- Card on/off setting. If you use this feature and turn the card “off,” we won’t allow purchases or withdrawals until you turn the card back “on.” Recurring payments, credits and deposits will be allowed while card is turned off.
- Spending limits. Transaction and monthly thresholds above a specified amount can be blocked and alert notifications sent when the set limits are exceeded.
- Transaction Types. Allows cardholders to setup alerts and/or block transactions based on certain types of transactions such as at an ATM, in-store, mail/phone orders and online shopping.
- Merchant Types. Allows cardholders to setup and receive alerts and/or block transactions based on the merchant type used to make purchases, such as gas stations, department stores, restaurants, entertainment, travel, and groceries.
- Location-based controls. You can deny international transactions.

## Notifications

We'll send a notification whenever you make a purchase that you request to be notified or when your card transaction is declined. Notifications will default to be sent as an in-app message, but you have the option to receive blocked and processed transactions electronically via email, text and in-app. Notifications delivered by email will be sent to your email address in our records. Standard text message charges may apply.

## Travel notices

Setup to be notified when traveling domestically or internationally to allow use of your card without interruption. Travel notices must begin on a business day but can end on a weekend or holiday.

## Service Disclaimer

There may be service disruptions or events beyond our control that could adversely affect the Card Control Service. Such disruptions or events, include, but are not limited to: telecommunication system delays or outages; power outages; network, communication or data plan outages; natural disasters; or any other event outside the control of us. Any such disruption or event may block or otherwise limit your usage of the Card Control Service and/or use of your Debit Card based off of the card settings in place at the time of the disruptions. You agree that we will not be liable for any losses or damages as a result of Service unavailability. You must always examine your Account statements promptly and routinely review all transactions and other activity on your Account.

## II. MOBILE BANKING SOFTWARE LICENSE AGREEMENT

### A. License.

Subject to compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you may be required to download and install the Software to that new or different wireless device.

#### B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking, the Online Banking System, and/or the Agreement;
- (ii) your deletion of the Software from your wireless device;
- (iii) your noncompliance with this Addendum; or
- (iv) notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your wireless device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Software) reserve all rights not granted to you in this Addendum.

#### C. Software.

The Software shall be used solely for use in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy, reproduce, or sell all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third-party operating systems and applications that will be required to use the Software. You will be solely responsible for such third-party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this paragraph, (e) will only use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Software. The provisions of this paragraph will survive termination of this Agreement.

### III. YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

#### A. Account Ownership; Accurate Information.

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking and/or that you have been and are authorized by a business to access the accounts of the business. You represent and agree that all information you provide to the Bank in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that the Bank and its service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking. You agree to use Mobile Banking carefully and, as required by the Agreement, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

#### B. Location-Based Information.

If you use any location-based feature for Mobile Banking, you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you may cease using location-based features of Mobile Banking.

#### C. Security.

You are responsible for (i) maintaining the confidentiality and security of your mobile device, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Mobile Banking Services (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Mobile Banking Services. You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Bank if you become aware of any loss, theft or unauthorized use of your mobile device or of any Access Information. The Bank reserves the right to deny you access to the Mobile Banking Services (or any part thereof) if the Bank believes that any loss, theft or unauthorized use of Access Information has occurred. Electronic messaging cannot be used to notify the Bank of lost or stolen Access Information, 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 leave your mobile device unattended while logged into the Mobile Banking Services, and to log off immediately at the completion of each access by you. By use of the Mobile Banking Services, you assume these risks.

#### D. Export Control.

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

#### E. Proprietary Rights.

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer, decompile, or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking. The Bank and its third party service provider retain all ownership and proprietary rights in the Mobile Banking Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or disclose the application or the Mobile Banking technology, the Bank shall have, in addition to any other available remedies, the right to injunctive relief enjoining such actions.

#### F. User Conduct.

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, 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 service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank's service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### G. No Re-Sale.

You agree that the Mobile Banking Services are for personal or business use only. You agree not to resell Mobile Banking.

#### H. Indemnification.

You agree to indemnify, defend, and hold the Bank and its affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not



limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

#### IV. CHARGES FOR THE SERVICE

You agree to pay for Mobile Banking and Mobile Deposit in accordance with the Bank's current fee schedule, as amended from time to time. Currently there is no fee for Mobile Banking and Mobile Deposit. The Bank will advise you of any fee changes prior to implementing them. Notices of changes may be provided via mail or, if you have agreed to accept electronic notices, by 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 Mobile Banking. In the future, the Bank may add to or enhance the features of Mobile Banking. 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 your screen at the point of use.

#### V. ADDITIONAL PROVISIONS FOR USE OF MOBILE DEPOSIT

Mobile Deposit may be made available to certain customers of the Bank, to be determined by the Bank, in its sole discretion.

##### A. Deposits made through the Mobile Banking Service.

Deposits made through the Mobile Banking Service are subject to all limitations and terms set forth in the relevant deposit agreement, as it may be modified from time to time, including without limitation, those terms related to deposit acceptance, crediting, collection, endorsement, processing order, and errors. When you take a picture of and transmit checks using the Mobile Deposit portion of the Mobile Banking Services, you agree to take a picture of and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Checks may not be deposited into an account that has been closed.

##### B. Check images.

You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit or the Mobile Banking Services to photograph and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you, or to you and another party who is named on the account to which you are depositing, with the correct endorsements of each party.
- b. Checks or items payable to any person or entity other than you and "signed over" to you.

- c. Checks made out to “cash.”
- d. Checks depositing into a closed account.
- e. Checks or items containing alteration(s) to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- f. Checks or items previously converted to a substitute check, as defined in Reg. CC.
- g. Checks or items drawn on a financial institution located outside the United States.
- h. Checks or items that are remotely created checks, as defined in Reg. CC.
- i. Checks or items not payable in United States currency.
- j. Checks or items issued by a US federal agency (except made to a business), such as the Treasury Department.
- k. Money orders (except made to a business), savings bonds, traveler’s checks, official checks or cashier’s checks.
- l. Checks dated more than six months prior to the date of deposit.
- m. Checks or items not acceptable under the terms of your deposit agreement.
- n. Checks payable on sight or payable through drafts, as defined in Reg. CC.
- o. Checks with any endorsement on the back, other than the signatures of the payees or a restrictive endorsement of “For deposit only.”
- p. Checks that require an authentication code or action by the Bank to obtain a code or authorization.

Nothing in this Addendum should be construed as requiring the Bank to accept any check or item for deposit, even if the Bank has accepted that type of check or item previously. The Bank shall NOT be required to identify or reject any checks or items that you may transmit and deposit that fail to meet the requirements of this Addendum.

### C. Image Quality.

The image of a check or item transmitted to the Bank using the Mobile Deposit portion of the Mobile Banking Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by the Bank, and with any requirements set by any clearing house used by the Bank or agreement the Bank has with respect to processing checks or items. You agree that the Bank shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

#### D. Endorsements and Procedures.

Before transmission, you will need to restrictively endorse any check or item transmitted through Mobile Deposit as “For deposit only” and endorse the check correctly. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time. You agree to supply any information in your possession that the Bank requests regarding a check or item deposited or attempted to be deposited through Mobile Deposit.

#### E. Receipt of Checks and Items; Crediting.

The Bank reserves the right to reject any check or item transmitted through Mobile Deposit, at its discretion. The Bank is not responsible for checks or items the Bank does not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from the Bank that the Bank has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. The Bank reserves the right to charge back to your account at any time, any item subsequently determined to be an ineligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

As provided in the relevant deposit agreement governing your deposit account and subject to the Bank’s Funds Availability Disclosure, deposits received and accepted before a particular time of the day (the “Cutoff Time”) on a Business Day are normally credited on the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day are reviewed on the next Business Day and are normally credited on the following Business Day. If the availability of the funds from your mobile deposit is delayed, you will be notified via mail, and these funds will be available after the hold expires. The Bank may establish earlier or later Cutoff Times for checks and items deposited via Mobile Deposit, and may credit your connected deposit account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your deposit account. In the event that the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, the Bank reserves the right to change the Cutoff Times at any time as permitted by law. Regardless of whether the Bank establishes later Cutoff Times for checks and items deposited via Mobile Deposit, you understand and agree that checks and items must be received and accepted by the Bank before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for crediting the next business day. See the Bank’s Funds Availability Policy for details on Cutoff Times. Provisional credit (memo-credit) may be granted for deposits made through Mobile Deposit.

You enter the amount of the check as a deposit is made through Mobile Deposit. If the Bank determines that the check is for a different amount than you entered, the Bank may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by the Bank.

#### F. Availability of Funds.

The Bank will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit according to the funds availability policy set forth in Section E above for your deposit account connected to Mobile Deposit, subject to terms regarding Cutoff Times above.

#### G. Disposal of Transmitted Checks and Items.

After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to the Bank or any other party a check or item that has been deposited through Mobile Deposit unless the Bank notifies you that the check or item will not be accepted for deposit through Mobile Deposit. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for the Bank's audit purposes. To ensure that such checks and items are not re-presented for payment, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through Mobile Deposit, after you have confirmed on your statement that the checks have cleared. Prior to disposal or destruction, you agree to safeguard such checks and items.

#### H. Deposit Limits.

The Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by the Bank) that you transmit using Mobile Deposit and to modify such limits from time to time. All deposits are subject to review. See the Mobile Banking FAQs for more information about limits on the number and amount of checks or items being made through Mobile Deposit.

#### I. Presentment.

The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in the Bank's sole discretion as set forth in the relevant deposit account agreement governing your deposit account.

#### J. Promises You Make to the Bank; Indemnity.

You warrant to the Bank that:

- a. You will only transmit eligible checks and items that you are entitled to enforce, and all checks and items will include all signatures required for their negotiation.
- b. Images will meet the Bank's image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to the Bank more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.

d. You will not deposit or re-present the original check or item with the Bank or any other party, nor will you present a check to the Bank which has been deposited with another party or through another system.

e. All information you provide to the Bank is accurate and true, including that all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was imaged.

f. You will comply with this Addendum and all applicable rules, laws and regulations.

g. You will use Mobile Deposit and Mobile Banking only for your own deposits and will not allow the use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Banking or Mobile Deposit by or for the benefit of any third party.

h. By your utilization of the Bank's Mobile Banking application, you acknowledge that the third-party service provider of the application may have access to the nonpublic personal information transmitted by you through the application and the Mobile Banking Service.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE BANK FROM ANY LOSS FOR BREACH OF THIS WARRANTY PROVISION OR THE TERMS OF THIS ADDENDUM. YOU AGREE THAT YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR ALL DAMAGES, LOSSES, EXPENSES, AND CLAIMS ARISING FROM, WITHOUT LIMITATION, ANY OF THE FOLLOWING: (I) DUPLICATION OF IMAGES OF DEPOSITED CHECKS USING MOBILE DEPOSIT; (II) ALTERATION OF IMAGES OF DEPOSITED CHECKS; (III) DEPOSIT OF CHECKS ON ACCOUNTS WITH INSUFFICIENT FUNDS, COUNTERFEIT CHECKS, FRAUDULENT CHECKS, OR CHECKS BEARING UNAUTHORIZED OR FORGED ENDORSEMENTS; (IV) ACTS OF FRAUD, NEGLIGENCE, OR WILLFUL MISCONDUCT COMMITTED BY YOUR EMPLOYEES OR AGENTS IN DEPOSITING CHECKS USING MOBILE DEPOSIT; (V) FAILURE OF YOUR HARDWARE OR SOFTWARE; OR (VI) FAILURE TO PROPERLY STORE ORIGINAL CHECKS ONCE THE IMAGE HAS BEEN TRANSMITTED.

## VI. ADDITIONAL PROVISIONS FOR USE OF BILL PAY THROUGH MOBILE BANKING

Enrollment in Bill Pay and setup of new accounts from which you want to make payments may only be done through the online version of Bank Independent Bill Pay.

## VII. ADDITIONAL PROVISIONS

### A. Mobile Banking Services Limitations.

1. The Bank will use reasonable efforts to make the Mobile Banking Services available for your use. Mobile Banking may not be available for short periods of time due to regular or emergency maintenance. Accessibility may also be interrupted because of conditions beyond the Bank's control, including without limitation outages in internet availability. The Bank does not warrant that Mobile Banking will always be available for your use. The Bank may elect to discontinue or modify Mobile Banking at any time. Your continued use of Mobile Banking constitutes your acceptance of and

agreement to such changes. Neither the Bank, nor any of its service providers, can always anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data or settings or in other Mobile Banking interruptions. The Bank and its service providers do not assume responsibility for any difficulties or resulting damages that you may incur.

2. Neither the Bank, nor any of its service providers, assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking. The Bank cannot guarantee the security of Mobile Banking, 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. For security reasons, Mobile Banking Services have qualification and identification requirements. The Bank reserves the right to change these requirements at any time.

3. Neither the Bank, nor any of its service providers, assumes responsibility for the operation, security, functionality or availability of any wireless device or mobile network that you utilize to access Mobile Banking.

4. You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgment and discretion when obtaining or transmitting information.

5. Information about activity is synchronized between the Mobile Banking software and the Bank's Online Banking System. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through the Bank's Online Banking System. Information available directly through the Bank's Online Banking System may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through the Bank's Online Banking System. The Bank is not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither the Bank nor its service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### B. Changes or Cancellation.

You may cancel your participation in Mobile Banking or in the texting portion of Mobile Banking by calling the Bank at (256) 386-5000 or toll free at (877) 865-5050. The Bank reserves the right to change or cancel Mobile Banking, in whole or in part, at any time without notice. The Bank may also suspend your access to Mobile Banking immediately and at any time without notice and for any reason including

but not limited to, your non-use of Mobile Banking Services. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

#### C. Third Party Beneficiary.

You agree that the Bank's service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

#### D. Limitations and Warranty Disclaimers.

The Bank and its service providers disclaim all warranties relating to the Mobile Banking Services 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 Mobile Banking will be available at all times, and the Bank shall not be liable if you are unable to access the services. Mobile Banking, and its components, are 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 or, 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 Mobile Banking Services or otherwise under this Addendum or the Agreement exceed the amounts paid by you for the services provided to you through the System.

#### E. 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 and to the Electronic Funds Transfer Act Notice 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.

#### OPTIONAL SERVICES

Agreeing to the Online Banking Agreement constitutes agreement to all of the following terms and conditions for specific additional services, if you decide to access or use those services.

## BILL PAY ADDENDUM

### ADDENDUM SETTING TERMS AND CONDITIONS OF BANK INDEPENDENT BILL PAY

This Addendum Setting Terms and Conditions of Bank Independent Bill Pay (this "Bill Pay Addendum") outlines the terms and conditions of use of the Bank Independent Bill Pay Service. In this Bill Pay Addendum, "Bank" means Bank Independent, "You" or "Your" refers to you, the customer using the service, and "Payee" means anyone, including the Bank, that you designate as a person or entity to which you wish payment to be directed and which the Bank accepts as a Payee. The "Bill Pay Service" and "Bank Independent Bill Pay" mean the bill payment service offered by Bank Independent through iPay Technologies, a third-party service provider. You understand that the Bank's service provider may rely upon your agreements and representations in this Bill Pay Addendum, and such service providers are third party beneficiaries to this Bill Pay Addendum, with the power to enforce its provisions against you.

You may use Bank Independent Bill Pay to direct Bank Independent to make payments from your designated checking account to the Payees you choose in accordance with this addendum. The terms and conditions of this addendum are in addition to Bank Independent's Online Banking Agreement, account agreements, disclosures and other documents in effect from time to time governing your account and your participation in the online banking service. The provisions of Bank Independent's Online Banking Agreement, account agreements, and disclosures, INCLUDING WITHOUT LIMITATION PROVISION REGARDING ARBITRATION AND THE CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE, are hereby incorporated into this addendum by reference. The Bank reserves the right to deny use of or terminate use of the Bill Pay Service for any reason or no reason, including without limitation any violation of this addendum or the other agreements incorporated by reference.

## SERVICE FEES

Any applicable fees are stated on the transaction screen or listed on Bank Independent's Fee Schedule, available at any branch. The Fee Schedule may change from time to time. There may be a charge for additional transactions and optional services, which charges will be stated on your transaction screen. You agree to pay such charges and authorize the Bank to deduct the amount of any fees from your designated account for Bank Independent Bill Pay. Any fees associated with your deposit account will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.



## DESIGNATION OF PAYEES

By providing the names and account information of Payees, you authorize the Bank and its third-party service providers to provide the Bill Pay Service and to follow the payment instructions received through the Bank Independent Bill Pay system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Payee directives, although the Bank is not responsible for editing the information you enter. When a payment instruction is entered, you authorize the Bill Pay Service to debit your deposit account and remit funds on your behalf. The Bank, through the Bill Pay Service, will use its best efforts to make your payments properly. However, the Bank and its service providers shall incur no liability if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1) If, through no fault of the Bill Pay Service, your deposit 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 Bill Pay 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 the correct payment information or the correct name, address, phone number or account information for the Payee;
- 4) If circumstances beyond the control of the Bank or the Bill Pay Service (including without limitation fire, flood, external interference, postal service delays, etc.) prevent the proper execution of the transaction; and/or
- 5) If the Payee you designate mishandles or delays processing a payment sent through the Bill Pay Service.

The Bank reserves the right to refuse the designation of a Payee for any reason.

You may pay any Payee within the United States (including U.S. territories and APO's / AEO's), subject to the section entitled "Prohibited Payments" below. The following types of payments through the Bill Pay Service may be scheduled, but are STRONGLY DISCOURAGED AND ARE AT YOUR OWN RISK: tax payments; payments for stock purchases; court ordered payments; payments associated with purchases of real property, annuities or lottery contracts, lay-away systems, or transactions to finance or refinance debts funded by a credit card; payments involving credit repair or debt settlement services; payments for the sale of items before the seller has control or possession of the item; payments associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, OR LATE FEES IN CONNECTION WITH THESE TYPES OF PAYMENTS. FURTHER, THE BANK HAS NO OBLIGATION TO RESEARCH OR RESOLVE ANY CLAIM RESULTING FROM THIS TYPE OF PAYMENT.

The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

#### PAYMENT LIMITS

The Bank, in its discretion, may set limits on the dollar amount of payments and the number of payments that may be made through the Bill Pay Service, including without limitation daily, weekly, monthly, and per transfer limits.

#### THE BILL PAYING PROCESS

Single Payments - A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time for Bill-Pay, which is controlled by the Bank, is currently 3:00 p.m. CST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for

the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Estimated Arrival Date - The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

Payment Methods - The Bank and the Bill Pay Service reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic (or ACH) payment, an electronic to check payment, a paper check, or a laser draft payment.

#### CANCELLING A PAYMENT

By following the directions within the Bill Pay Service, bill payments can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. There is no charge for canceling or editing a scheduled payment prior to the scheduled processing date. Once the Bill Pay Service has begun processing a payment, it cannot be cancelled or edited. If processing has already begun and you wish to cancel the payment, you will need to submit a stop payment request. You will be responsible for the applicable stop payment fees.

#### STOP PAYMENT REQUESTS

Stop payment requests for paper checks may be initiated in person at a branch, or by calling THE BANK AT (256) 386-5000 OR AT (877) 865-5050. This service is not available within the Bill Pay Service.

## BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only. It is your responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

Any updates or changes to your billing information or personal information must be addressed with the Payee directly. The Bill Pay Service is unable to process those changes. It is your responsibility to maintain the security of any and all user ids and passwords for the electronic Payee sites. You agree not to use someone else's information to gain unauthorized access to another person's bill. The Bank or the Bill Pay Service, at the request of the Payee, may provide your Payee with your email address, service address, or other data requested by the Payee at the time of activation of the electronic bill function for that Payee.

Activation - Upon activation of the electronic bill feature, the Bill Pay Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from depending on the Payee, and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Payee shall be deemed by the Bank and the Bill Pay Service to be your authorization for the Bank and/or the Bill Pay Service to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide the Bill Pay Service with your online access user id and password for that Payee. By providing such information, you authorize the Bank and/or the Bill Pay Service to use the information to obtain your bill data.

Notification - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary depending on the Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification - The Payee and the Bank reserve the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary depending on the Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of Electronic Bill(s) - You agree to hold the Bank and the Bill Pay Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring the accuracy of and timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy of and Dispute Involving Electronic Bill - The Bank and the Bill Pay Service are not responsible for the accuracy of your electronic bill(s). The Bill Pay Service is only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Addendum does not alter your liability or obligations that currently exist between you and your Payees.

#### AVAILABLE FUNDS

The Bank is not responsible for executing your Bill Pay instructions if your deposit account does not contain sufficient funds to complete your transaction or if the transaction would exceed the credit limit of your overdraft protection. If the Bank executes your payment instruction even though your deposit account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection, you are responsible for the amount of the payment and any applicable overdraft fees as defined in your deposit agreement and the Bank's Fee Schedule.

#### RETURNED PAYMENTS

In using the Bill Pay Service, you understand that Payees and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons including without limitation, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bank and the Bill Pay Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your account.

You may receive notification from the Bill Pay Service. The Bank is not liable for any returned payments or any damages or loss, including without limitation late fees, related to any returned payments.

#### FAILED OR RETURNED TRANSACTIONS

In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your deposit account. If the Bank is unable to complete the transaction for any reason associated with your deposit account (for example, there are insufficient funds in your account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In such case, you agree that:

1. You will reimburse the Bank immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Bank for any fees it or the Bank's service provider incurs in attempting to collect the amount of the return from you; and,
4. The Bank and/or the Bank Independent Bill Pay service provider are authorized to report the facts concerning the return to any credit reporting agency.

#### PROHIBITED PAYMENTS

You agree not to use the Bill Pay Service or the content or information delivered through Bill Pay Service in any way that would: (a) infringe any third-party copyright, patents, 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; (c) violate any law, statute, ordinance or regulation (including, but not limited to, 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 service providers, or cause the Bank to lose (in whole or in part) the services of any of the Bank's service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Bill Pay Service; (i) interfere with or disrupt the use of the Bill Pay Service by any other user; (j) impose an unreasonable or disproportionately large load on the Bank's infrastructure; (k) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (l) constitute use of any robot, spider, other automatic device, or manual process to

monitor or copy the Service or the portion of the Site through which the Service is offered without the Bank's prior written permission; (m) constitute use of any device, software or routine to bypass technology protecting the Bank's website or the Bill Pay Service, or interfere or attempt to interfere, with the Bank's website or the Bill Pay Service; (n) may cause the Bank or its service providers to lose any of the services from the Bank's internet service providers, payment processors, or other vendors or (o) use the Bill Pay Service in such a manner as to gain unauthorized entry or access to the computer systems of others. THE BANK HAS THE RIGHT BUT NOT THE OBLIGATION TO MONITOR FOR, BLOCK, CANCEL AND/OR REVERSE PAYMENTS INVOLVING ANY OF THE ABOVE.

Payments prohibited through the Bill Pay Service are (a) payments involving any of the uses described above; (b) payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (c) payments that violate any law, statute, ordinance or regulation, including without limitation any payments for unlawful internet gambling; and/or (d) payments that violate the Acceptable Use terms provided below.

IN NO EVENT SHALL THE BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR SCHEDULING OF PROHIBITED PAYMENTS. The Bank has no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility.

#### ACCEPTABLE USE

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the Bill Pay Service. The Bank and its service providers have the right but not the obligation to monitor and remove communications content that the Bank or its service providers find in the sole discretion of the Bank or its service providers to be objectionable in any way.

#### HARDWARE and SOFTWARE

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software, and internet access necessary for use of the Bill Pay Services, including without limitation virus protection software and spyware/malware. The Bank and its service providers are not responsible for any errors or failures from the malfunction or failure of your hardware, software, or internet access services.

#### LIABILITY and INDEMNIFICATION

The Bill Pay Service and related documentation are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In accordance with the Bank's Online Banking Agreement, you are solely responsible for controlling the safekeeping of and access to your passwords and your Personal Identification Number (PIN). Please notify the Bank immediately if you believe your security has been breached or compromised.

If you want to terminate another person's authority to use the Bill Pay service, you must notify the Bank and arrange to change your login credentials. Contact information for the Bank is outlined on the Bank's website and in the Bank's Online Banking Agreement.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a bill payment.

The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. Although the Bill Pay Service is intended to be available 24 hours a day, 7 days a week, excluding maintenance periods or circumstances beyond the Bank's control, the Bank and its service providers cannot and do not guarantee accessibility to the Bill Pay Service or any of its components.

**INDEMNIFICATION.** You agree to defend, indemnify and hold harmless the Bank, its affiliates, and its service providers and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Bill Pay Addendum and/or your use of the Bank's website or the Bill Pay Service.

**PROPRIETARY RIGHTS**



You are permitted to use content delivered to you through the Bill Pay Service only for use of the online billpay services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer, decompile, disassemble, reverse compile, otherwise attempt to derive computer source code, or modify any billpay technology, including, but not limited to, any software or other applications associated with the Bill Pay Service or any of its components. You may not rent, transfer, or grant any rights in the Bill Pay Service or any of its components. The Bank and its third-party service provider retain all ownership and proprietary rights in the Bill Pay Service. In the event that you attempt to use, copy, license, sublicense, sell, or otherwise convey or disclose the application or the Bill Pay technology, the Bank and its service providers shall have, in addition to any other available remedies, the right to injunctive relief enjoining such actions.

#### AMENDMENT

The Bank has the right to change this addendum at any time by notice mailed to you at the last address shown for the account on the Bank's records, by email, by posting notice online on the Bank's website, by posting notice in branches of the Bank, or as otherwise permitted by law.

#### TERMINATION

The Bank has the right to suspend or terminate this addendum, or any of the components of Bank Independent Bill Pay, at any time. You may cancel your System service at any time by providing the Bank with written notice by postal mail (addressed to Bank Independent Customer Service, P. O. Box 5000, Sheffield, Alabama 35660) or BY CALLING THE BANK AT (256) 386-5000 OR TOLL FREE AT (877) 865-5050. Your access to the System will be suspended within three (3) business days of the Bank's 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. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

#### MISCELLANEOUS

This Bill Pay Addendum is governed by the laws of the State of Alabama and applicable federal laws and regulations. THIS BILL PAY ADDENDUM IS SUBJECT TO THE ARBITRATION PROVISION SET FORTH IN THE

ONLINE BANKING AGREEMENT. If any provision of this addendum is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this addendum 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 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. The Bank may assign this addendum to any present or future affiliated company, and the Bank may assign or delegate any of its rights and responsibilities under this addendum to independent contractors or third parties. This addendum is binding upon you, your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this addendum that by their nature would continue beyond termination, cancellation or expiration of this addendum shall survive termination, cancellation or expiration of this addendum.

## BANK INDEPENDENT BANK TO BANK TRANSFER ADDENDUM

### ADDENDUM SETTING TERMS AND CONDITIONS OF BANK INDEPENDENT BANK TO BANK TRANSFER

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 demand deposit or savings accounts at the Bank and certain demand 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 or Mobile 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 or Mobile 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 (14) days after enrolling an account to complete the verification process. For security, at the point of setting up an account you may be prompted for additional authenticating information.

For outbound transfers, funds requested to be transferred will be debited to your account at the Bank on the scheduled date of 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 second business day following the scheduled date of 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 second 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 external account added, 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. 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](http://www.bibank.com) 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.



## TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

- (i) **General.** The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.
- (ii) **Provider Privacy Policy.** Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.
- (iii) **Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.
- (iv) **Your Responsibility for Information.** You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.
- (v) **Rights You Grant to Provider.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to

you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

- (vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.
- (vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- (viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- (ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email

address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

- (x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.