

Independence Bank Agreement and Disclosure for Consumer Online Banking

This Agreement is a contract which establishes the rules which cover your electronic access to your accounts using the Independence Bank electronic online banking system (the "System"). By signing an Enrollment Form, clicking accept at the bottom of this disclosure or using the System, you accept all the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records. We suggest that you print a copy of this Agreement.

If you do not consent to receiving the Independence Bank Online Services Agreement and Initial Disclosures in electronic form, please contact Independence Bank at (1-800-823-2274) to receive a free paper copy. Your first use of the Independence Bank Online Banking System confirms acceptance of the terms and conditions included in the Independence Bank Online Banking Agreement and Initial Disclosures.

AGREEMENT AND INITIAL DISCLOSURES

A. **Definitions.** As used in this Agreement, the words "we", "our", "us" and "Bank" mean Independence Bank. "You" and "your" refer to the account holder named in the Enrollment Form and anyone else authorized by that account holder to exercise control over the account holder's funds through, or otherwise by, use of the System. "Accounts" means your accounts at the Bank that are accessed through the System. "Transfers" means transfers to or from your Accounts using the System. "Services" means the services provided pursuant to this Agreement. Our "Business days" are Monday through Friday (holidays not included). All times are local time of the Bank.

B. **Access.** To use the System, you must have at least one checking account at the Bank, access to Internet service and an e-mail address. You are responsible for the set-up and maintenance of your computer and internet connection. You agree that we are not responsible for any errors or failures from any malfunction of your computer or any virus or other computer problem related to the use of the Services. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.

C. **System Services.** You can use the System to check Account balances, view Account histories, and initiate Transfers. The balance and the activity information that you obtain through the System are as of the end of the previous Business day and memo posted transaction activity for the day of inquiry. All balance information is provisional and may be adjusted by us to reflect returns, errors or other adjustments to Account balances.

D. **Hours of Access.** You can use the System seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

E. **Your Password.** For security purposes, you are required to change your temporary password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the

confidentiality and security of your password and agree to change your password regularly. The Bank has no obligation to verify that you have used a reasonable level of protection or to verify that your password is changed at reasonable intervals. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password, minimum of six characters and utilize both upper case alpha and numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, or found in any dictionary and should be memorized rather than written down.

F. You are Responsible for Transfer Requests and Other Communications. You may use the System to initiate a request for a Transfer to or from any Account. For purposes of this Agreement, a "Request" includes any request for cancellation or amendment of a Transfer order. It also includes other communications to us in your name using the Services.

The Access ID and passwords are security procedures. You agree that we may use the security procedures to verify the authenticity of Requests that are received by us and to prevent unauthorized Transfers. You agree that the security procedures are intended to verify authenticity and not to detect error.

If a Request is received by us and purports to have been transmitted or authorized by you, it will be deemed effective as your Request and you will be bound by the Request, even if the Request was not authorized by you, provided we acted in compliance with the security procedure chosen by you. For example, you will be obligated to pay the amount of the Request, even if a Request was not authorized by you, if the authenticity of the Request has been verified using the security procedures. You will also be bound by a Request that is a Request initiated by you or anyone authorized by you (including your Administrator and any authorized user), even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented the transaction or error.

G. Compliance with Security Procedures/Protection of the Services. You assume all risks associated with disclosure or discovery of any security procedure (including Access ID and passwords) to or others. You agree to limit disclosures of passwords to those who you authorize or who have a specific need to know and who have been authorized by you to use the System Services you desire. You will establish procedures to protect the confidentiality of all information relating to the Services, including all security procedures, and will promptly notify us if you know or suspect that codes, passwords or other security procedure is stolen, compromised, or misused.

H. Your Obligation to Review Security Procedures. You will review and implement all security procedures available in connection with the System Services. We recommend that you establish two levels of authority to request and transmit monetary transfers to the Bank. You agree to consider the size, type and frequency of Requests or other Services you intend. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation on Requests, including those that are unauthorized. After this review, you will

notify us if your use of the System Services would necessitate or be better served by a level of security that exceeds that offered by the security procedures found in the System. If you fail to notify us, you acknowledge and agree that the security aspects of the System Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

I. **Privacy.** Data transferred via the System is encrypted in an effort to provide transmission privacy. Notwithstanding our efforts to insure that the System is secure against intrusion, you acknowledge that the Internet is inherently insecure and that all data transfers (including electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information by standard email. If you would like to send an email to us that contains sensitive information please inform us of your intent in the subject area of the Contact Independence Bank form found in the Contact Us link on our website. Once we receive your request to send sensitive information we will send you a link to our secure site. Once you have this link you can send the information, as instructed, for secure transmittal.

J. **Fees and Charges.** You agree to pay our fees and charges for your use of System Services, as they are set by us from time to time. You agree that fees and charges may be deducted from any of the Accounts maintained by you at Bank or any other account of yours. You agree to pay any additional charges for Bank services you request which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third party fees you incur in connection with your use of the System. Independence Bank may modify any fees or charges at any time and deduct the fees disclosed herewith from my account; as such fees may change from time to time, upon 30 days prior notice.

Fees

- | | |
|---------------------------|-----------|
| • Account Balance Inquiry | No Charge |
| • Account Transfers | No Charge |

K. **Processing Transfers.** Transfers between your Accounts received by us before 3:00 p.m. on a Business day are posted to your Account the same day, but if received by us after 3:00 p.m. on a Business day or on a non-Business day, the Transfer may be posted on the next succeeding Business day.

L. **Overdrafts.** (Order of Payments, Transfers, and other Withdrawals). If your Account has insufficient funds to perform all Services you have requested for a given Business day, then we may process or refuse to process your Requests and any other checks, items, debits or credits or other transactions on an Account, in any order we may choose, at our sole discretion. We may reverse any Transfers, at any time, if doing so may reduce any losses or damages we may otherwise incur, and you authorize us to do so in your name or in our name.

M. **Limits on System Transactions; Security Interest in Accounts.** The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If an

uncollected funds hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

All Transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the Request in the affected Account. We may condition processing any Transfer or Request on availability of sufficient funds to cover the transaction. You agree to pay us in immediately available funds any amounts due to us as a result of our processing any Request. If we allow Transfers to be processed against insufficient funds, we are not obligated to continue that practice. We may from time to time impose lower limits on the amount of any Transfer, or require funding in advance of actual processing. We will communicate these limits to you if they are imposed.

You grant us a security interest in all Accounts or other deposits of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any Request processed by us under this Agreement or, if later, until any other claims to such funds have expired.

N. Disclosure of Account Information and Transfers. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary; or
- To verify the existence and condition of your account upon the request of a third part, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

O. Periodic Statements. You will get a monthly Account statement. It will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts.

P. Change in Terms. We may change any term of this Agreement at any time. We will notify you of the change in terms either in writing or electronically. Your continued use of any or all of the 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 changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

Q. Your Right to Terminate. You may cancel your System Service at any time by providing us with written notice. Your access to the System will be suspended within 3 Business days of our receipt of your instructions to cancel the Service. You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

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

1. Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; or
 2. Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, at our sole discretion.
- S. **Communications between the Bank and You.** Unless this Agreement provides otherwise, each of us agrees that electronic means may be used to conduct transactions and that electronic records will satisfy any written notice requirements. You can write to us at Independence Bank, PO Box 2090, Havre, MT 59501. We may write to you at the most current address shown on the Bank's records.

We may not immediately receive an e-mail you send. Therefore, you should not rely on e-mail when you need to communicate with us immediately, for example, to report unauthorized transactions on your account. E-mail may not be used to request account information or to conduct transactions with us, such as loan transfers. Requests sent to Bank are not considered to be effective until Bank has had a reasonable opportunity to act on the request.

T. **Miscellaneous.** This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with Bank (such as for loans or other services), continue to apply except as specifically altered by this Agreement. This Agreement shall be effective when Bank accepts it, as evidenced by the Bank's release of your Access ID and temporary passwords. You represent and warrant that this Agreement, once duly executed and delivered by both parties, will be a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with Bank in all manner reasonably requested by Bank, including providing Bank with information about you and executing and delivering to Bank any documents reasonably requested by Bank to further the purposes of this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Montana (except to the extent this Agreement can and does vary such rules or laws, and excluding Montana rules governing conflicts of law). 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 or 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 this 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. This Agreement is binding upon your heirs, successors and assigns.

Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

U. **Your Duty to Notify Bank of Error.** If you fail to notify us within 60 days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous

transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.

Procedures for Error Reporting:

Tell us your name and account number (if any).

Describe the error or the transfer you are unsure about, and explain as clearly as possible.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send a written explanation within ten business days.

We will determine whether an error occurred within ten days and correct any error promptly. If we need more time, we may take up to forty-five days to investigate your complaint or question. If we decide to do this, we will credit your account within ten days for the amount you think is in error so that 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 within ten business days, we may not credit your account. If an error occurs within thirty days after the first deposit was made, the error involves a new account. For errors involving new accounts, or foreign-initiated transactions, we may take up to ninety days to investigate your complaint or question. For new accounts, we may take up to twenty days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

V. Limitation on Liability. Call or write to us **at once** if you believe your online banking password or user ID has been lost or stolen, if someone has transferred or may transfer money from your account without your permission, or if your statement shows transfers that you did not make. Telephoning is the best way of keeping your possible losses down. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. If you tell us within two business days after learning of the loss or theft of your code, you can lose no more than \$50. If you do NOT tell us within two business days after you learn of the loss or theft of your code, you may be liable for as much as \$500. If you haven't contacted us for a legitimate reason, we may extend the time periods. Except as set forth herein, we will not be liable or have any responsibility of any kind or any loss or damage thereby incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the System. We cannot and do not warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times.

IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, GENERAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SIMILAR DAMAGES, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF BANK.

W. **Indemnification.** You will indemnify, defend and hold us harmless against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.

X. **Amendments.** We may amend this Agreement from time to time by giving you written or electronic notice. Notice may be included in your Account statement. The notice may state that there has been a change in this Agreement and that changes have been posted on our web site, or instruct you to call your local Independence Bank branch to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

Y. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

EXTERNAL TRANSFER SERVICES AGREEMENT

This Agreement contains the terms and conditions that apply to use of **Independence Bank** ("we", "us", "the Bank") **External Transfer Services** ("Service"). In this Agreement, the words "you" and "your" refer to you as the person entering into this Agreement. The words "you" and "your" also include any user you authorize to use the Service on your behalf. The words "we," "us," and "our" refer to *Independence Bank*.

OTHER AGREEMENTS YOU MAY HAVE ENTERED INTO WITH US INCLUDING ONLINE BANKING, MOBILE SERVICES, ACCOUNT TRANSFER SERVICES, DEPOSIT ACCOUNT AND RELATED ACCOUNT DISCLOSURES AND FEE SCHEDULES ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT AND ALSO APPLY TO TRANSACTIONS MADE USING THE SERVICE. YOU SHOULD REVIEW THOSE AGREEMENTS FOR ANY APPLICABLE FEES, FOR LIMITATIONS ON THE NUMBER OF TRANSACTIONS YOU CAN MAKE, AND FOR OTHER RESTRICTIONS THAT MIGHT IMPACT YOUR USE OF AN ACCOUNT WITH EXTERNAL TRANSFER SERVICES.

THESE TERMS AND CONDITIONS MAY BE AMENDED, SUPPLEMENTED OR CHANGED AT ANY TIME. ***FAILURE TO COMPLY WITH ANY OF THESE TERMS MAY RESULT IN YOUR SUSPENSION OR TERMINATION OF USING THE SERVICE.***

By using the External Transfer Services ("Service"), you acknowledge and accept this Agreement and agree to be bound by these terms and conditions in order to use the Service and to conduct account transfers between your bank accounts with us and your other external financial institution accounts.

1. Agreement Coverage. This Agreement governs the use of External Transfer Services conducted within Online Banking. These services permit Bank customers to perform external account transfers through the use of a personal computer or a mobile device (e.g., tablet or Smartphone), on accounts linked to the service, including some credit card accounts and investment accounts with other financial institutions.

- 2. Accepting the Agreement.** When you use the Service as described in this Agreement, or authorize others to use them, you agree to the terms and conditions in this Agreement.
- 3. Customer Acknowledgement.** Customer understands that any action taken pursuant to this Agreement will be conducted by electronic means or methods which comply with the operating and security procedures applicable to this Service. Customer affirms that Customer's acts described in this Agreement will be attributed to Customer and will constitute the duly authorized electronic signature of Customer.
- 4. Change in Terms.** This Agreement is subject to change from time to time. Generally, we will notify you in advance of any material change including fees via email, text/statement message, or on our website(s). If a change is favorable to you, we may not provide advance notice prior to making the change. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.
- 5. Features and Services.** The Service is designed to allow you to transfer funds to or from Service eligible accounts. You must be enrolled in Online Banking to use the Service which allows you to transfer funds between your linked personal deposit accounts at the Bank and certain deposit or investment accounts owned by you or someone else at other financial institutions using an account number and financial institution identifier (e.g. route transit or routing number).

Inbound transfers move funds into an account you own at the Bank from an account you own outside the Bank. An outbound transfer moves funds from an account you own at the Bank to an account outside the Bank that is owned by you or someone else. Service can be used with certain software and hardware such as a personal computer, smartphone or other mobile device. The use of your software and hardware in conjunction with the Service account transfer information will be captured and delivered electronically.

- 6. Eligibility Requirements.** In order to be eligible for the Service:
 - You must be an account holder or designated as an authorized signer of an active, eligible account and be approved by the Bank subject to qualification/eligibility criteria described further and on our website www.ibyourbank.com.
 - Transfers are available only for consumer accounts and for personal, family or household purposes.
 - You can add up to five bank, credit union, or brokerage accounts eligible for funds transfers. We require verification of account ownership and activation before the Service is available.
- 7. Use of Service.** To use the Service:
 - You must be enrolled in Online Banking and agree to the Internet or Online Banking and External Transfer Service Agreements.

- You will need to provide certain identifying information about each account in order to register that account for this Service. For inbound transfers, you agree that you will only attempt to register personal accounts that you own or for which you have the authority to transfer funds.
- Delivery speeds for domestic (U.S.) transfers are three business day (Standard) and next business day (Express) transfers. See Section 8 for detailed descriptions of these transfers.
- You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do 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 Account Agreement and our Products and Services brochure. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreement.
- You agree that the Bank may use any means or routes which we in our sole discretion consider suitable to execute your transfer. Standard and Express transfers may be made through the Automated Clearing House (ACH) processor selected by us or directly to another bank, and you agree will be subject to the National Automated Clearing House Association (NACHA) rules or our agreement with the other bank, in effect at such time, as applicable.
- You will be subject to the terms or instructions which may appear within user guides; and/or other information or documentation that the Bank may provide to you on the website www.ibyourbank.com or through other methods.
- Your use of the Service is also subject to, and you agree to comply with the applicable state and federal rules, laws and regulations which may include: National Automated Clearinghouse Association (NACHA) and other applicable Automated Clearing House (ACH) rules, Electronic Funds Transfers Act (EFTA), Regulation D and other applicable regulations, circulars or agreements; Office of Foreign Asset Control; the Bank Secrecy Act; the USA PATRIOT Act; the Uniform Commercial Code (UCC); and others that may be amended from time to time.
- The Bank reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment.
- You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or

from any External Account that you enroll. The Bank is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

- The Bank is not responsible for any third party hardware or software you may need to use the Service. Any such hardware/software is subject to the terms and conditions of the hardware/software agreement with the third party software provider of the hardware/software for your use.

8. Transfer Service Types Available: Some of the transfer services described below may not be available for certain accounts, customers, or if you access Online Banking through the mobile banking app or mobile web.

Types of domestic (U.S.) outbound transfers:

- Standard transfers: Funds will be debited from your Bank account on the business day you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the third business day after the transfer is initiated.
- Express transfers: Funds will be debited from Bank account on the business day you direct us to initiate processing of the transfer, and the funds will typically be credited to the receiving account on the next business day after the transfer is initiated.

Types of domestic (U.S.) inbound transfers:

- Standard transfers: Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your Bank personal account on the third business day after the transfer is initiated.
- Express transfers: Funds typically will be debited from your account outside the Bank on the business day or express after you direct us to initiate processing of the transfer and the funds will typically be credited to your Bank personal account on the next business day after the transfer is initiated.

9. Qualification, Changes or Discontinuation of Service. The Service has qualification requirements as described below, and we reserve the right to change your qualification at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or your use of the Service, in whole or part, immediately and at any time without prior notice to you. You may also discontinue your use of the Service at any time.

In general, the qualification requirements are:

- Any of your deposit accounts with us must be current or in good standing.
- Your funding account has been open for more than 24 hours.
- You have not had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank deposit account during the current or 3 prior calendar months.

- You have not had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, fraudulent activity, or any similar reason.

Express transfers are permitted only at our discretion. In addition to the general qualification requirements, we apply minimum limits related to the number and dollar amount of transfers.

10. Transfer Limits. All funds transferred via the Service are subject to Bank review based on to and from accounts, the amount of the transaction, and your relationship with us, successful fraud screening and other factors we may consider from time to time. The limits available to you and your accounts are viewable within the Service window in Online Banking.

- If we determine there are risks associated with a transfer or if we determine you are no longer qualify as described in Section 9, we may delay or cancel the transfer and notify you, or direct you to contact us to provide additional details on the transfer before it is initiated or funds are released.
- We reserve the right to impose limits on the amount(s) and/or number of transfers that you initiate using the Service and to modify such limits from time to time. External transfers limits are established in different amounts b:
- Any transfer initiated on a day that is not a business day as described in Section 11 begins processing on the following business day and counts toward the applicable dollar limit for the next business day.
- We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits below the amounts stated above or cancel your transfers without prior notice when you cease to meet qualification criteria as described in Section 9.
- We will use best efforts to provide oral, written or electronic notice to you of rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, that the Bank shall not be liable to you for interest compensation for failure to give such notice.

11. Cut-Off Times and Availability of Funds. The cut-off time for Standard transfers is 11:00pm MST on a business day. The cut-off time for Express transfers is 6:00 pm MST on a business day. Any transfer initiated after the applicable cut-off time will be considered as being initiated on the next business day. Funds deposited to your account at the Bank using the Service will generally be made available as outlined in Section 8.

A business day is Monday through Friday, excluding Federal holidays and other days as posted in our branches or our website at www.ibyourbank.com.

12. Delivery and Receipt of Transfers. 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. You agree that all transfers received by us are subject to verification and final inspection by us.

13. Initiating, Scheduling and Processing Transfers. The Service is generally available to you 24 hours a day, 7 days a week through Online Banking, except as described in Section 15. Depending on the type of transfer request, you may use the Service to choose delivery speed as described in Section 8 and choose to schedule the transfer on an immediate, one-time future dated or a recurring basis as described below.

- You will be asked to pick the date that you want us to initiate the processing of the transfer. For example, if you direct us to initiate processing an outbound transfer immediately and choose Express delivery, funds will be debited from account with us on the business day you schedule the transfer and typically will be credited to the receiving account on the next business day after the transfer is initiated.
- In addition to choosing the delivery speed, as described above, for domestic transfers one-time future dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.
- A transfer remains "In Process" until fully processed and it will appear as "In Process" on the Transfer Activity tab under Send Money To/From My Accounts at Other Banks, or To Someone Else Using an Account Number, within Online Banking.
- Transfers remain "In Process" until the close of business on the day the funds are scheduled to be credited to the receiving account.
- For inbound transfers, Standard delivery speed is available to all consumer customers participating in Transfers under Send Money To/From My Accounts at Other Banks, or To Someone Else Using an Account Number, within Online Banking, but you agree we may cancel a transfer, without prior notice if you no longer qualify for the Service as described in Section 9.

Domestic U.S. Inbound or Outbound Transfers:

- Can be scheduled on either an immediate, one-time future dated or a recurring basis.
- Processing of one-time domestic transfers may be initiated immediately or scheduled for initiation on a future date.
- Recurring transfers may be scheduled for up to one year in advance.
- The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$200 transfer from an account you own at another financial institution to your Bank checking account every week.

14. Cancelling Transfers. You can cancel future dated and recurring transfers through the Service. The preferred method for cancelling transfers is via Online Banking on our website www.ibyourbank.com.

- You cannot submit transfer cancellation requests for transfers that are in the status of In Process or Processed. Cancel requests must be submitted and received by the following times:
 - One-time future dated and recurring domestic transfers must be cancelled prior to midnight CST on the date processing for the transfer is scheduled to be initiated. After you cancel a future dated transfer, the status changes to Cancelled.
- If you direct us to begin processing a transfer immediately or a transfer's status is In Process or Processed, you no longer have the right to cancel it. However, the Bank at its option, may attempt to cancel the transaction on your behalf.
- We cannot guarantee successful cancellation for any transfer request that is in the status of In Process or Processed.
- The easiest and most convenient method to cancel transfers is via Online Banking; alternatively you may initiate a transfer cancellation request by calling us at 1-800-823-2274. If you call, we may also require you to put your request in writing and return to us within 14 days of your call. You may not call and cancel a transfer with status In Process or Processed.
- If you attempt to cancel a payment or transfer in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

15. Service Availability. The Service is generally available 24 hours a day, 7 days a week. However, when using the Service, you may experience technical or other difficulties or the Service may be unavailable for system maintenance. We will attempt to post alerts to our website(s) or through the Service to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur due to loss of the Service provided by the Bank or its third party provider. The Bank is not responsible to provide an alternate method of External Transfer Service(s) if the Service is not available to you.

16. Security. By enrolling in Online Banking and accessing the External Transfers Service using your online Access ID and passcode, you acknowledge and agree that this system includes security procedures for transfers initiated through this Service that are commercially reasonable. Tell us at once if you believe your Online Banking Access ID and Passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking and the Service could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan. When you give someone your Online Banking Access ID and passcode, you are authorizing that person to use your Service, and you are responsible for all transactions that person performs while using your Service. All transactions that person performs; even those transactions you did not intend or want performed, are authorized transactions.

17. Fees. While this Agreement remains in effect, you agree to the normal account or deposit service charges established from time to time by the Bank and, in addition fees and charges set forth in the Products and Services brochure as provided to you from time to time, and all other fees and charges as agreed upon from time to time between you and the Bank.

- The Service provides you an alternative to transfer funds to other individuals or vendors when delivery of funds by a specific date is critical. You may move money to other accounts within the U.S. without a transfer fee using person to person payments via email or BillPay.
- There is no fee for transferring funds into (Inbound Transfers) your Bank through Online Banking. Transfers out (Outbound Transfers) of your Bank accounts through Online Banking will be \$2.00 for standard delivery and \$3.00 for express delivery.
- Fees to use Bank services are listed in the Products and Services brochure that was provided to you at account opening, or is available via our website www.ibyourbank.com.
- We reserve the right to change fees and will provide prior notice to a change in fees as required by law or regulation.

18. Errors, Omissions or Discrepancies. You agree to follow our error notification process as outlined and defined in the Deposit Account Agreement governing your account. We provide you with periodic statements that will identify transfers submitted to us through this Service. You may also review transaction information for your account through the Online Banking Service. You agree you will review the information timely and notify us of any errors or suspected errors related to items deposited with the Service as soon as possible after they occur and within the time periods identified in your Account Agreement. Unless you notify us as outlined in your Account Agreement, the periodic statement containing the items deposited through the Service is considered to be correct and you cannot bring a claim for alleged errors.

19. Investigations. You agree to cooperate with the Bank in the review or investigation of any transactions or claims including without limitation, providing upon request without further cost; any originals or copies of records in your possession relating to transfer requests.

20. Limitation of Liability. Our liability for Standard and Express domestic transfers involving a transfer to or from an account is as described in the Error Resolution section of the Online Banking Agreement. You agree to be liable for any errors, or inaccuracies or any other loss sustained by you through use of this Service. In all cases, you are responsible for any loss or overdraft plus additional applicable fees to your account due to a check or item being returned.

21. Termination. We may terminate this Agreement at any time and for any reason. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement; if you use the Service for any unauthorized or illegal purposes; you do not meet our qualification or eligibility criteria; or you use the Service in a manner inconsistent with the terms of your Customer Agreement, Deposit Account Agreement, related disclosures or

any other Agreement with us. This Agreement shall remain in full force and effect unless and until it is terminated by us or by you; you no longer qualify, or through discontinuation and disenrollment of the Service.

22. Indemnification. You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the service or from our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement.

Before enrolling for the External Transfer Internet Banking service (the "service"), you must read and indicate your acceptance of the following terms:

1. Your consent to this service is valid for as long as you remain an enrolled Online Banking customer.
2. You have the right to withdraw from this service at any time. To withdraw from this service and its associated terms you must contact us at 1-800-823-2274.
3. You assume responsibility for keeping your contact information up to date. If you change any of this information, you must update it on this service or contact us at 1-800-823-2274.
4. Notifications and other correspondence will be sent to your email address on record. You assume responsibility for providing a valid email address and retrieving messages from your email account. If you need to change the email address on record, you must contact us at 1-800-823-2274.
5. You will need to use a browser with the minimum system requirements stated earlier in this Agreement. The service may not produce desired results using other browser versions.