

Independence Bank Online Banking Services Agreement and Disclosure

1. Introduction

This Agreement and Initial Disclosures (“Agreement”) establishes the terms and conditions that governs the use of Independence Bank’s Online Banking System (“System”). In this Agreement, the words “Bank”, “we”, “our” or “us” refers to Independence Bank and the words “you” and “your”, refer to each person that can access an account through the Online Banking System. By signing an enrollment form, clicking “Accept,” enrolling in, accessing, or using any Service within the System, you accept the terms and conditions of this Agreement. Please read it carefully and in its entirety. We suggest that you print or save a copy for your records. Online Banking allows customers to view and/or transact on bank accounts and may be accessed through a website, mobile application, or other electronic channel.

You may request a free paper copy of this Agreement by contacting Independence Bank at 1-800-823-2274. Your first use of the applicable Service confirms acceptance of the terms and conditions included in this Agreement even you opt for a paper copy.

2. Definitions

The following definitions apply to this Agreement:

- “Online Banking” means Independence Bank’s consumer online, business online, and mobile banking System, unless specifically referred to separately.
- “Account” or “Accounts” means your checking, savings, loans, or other accounts at Independence Bank that are accessed through the System or Services.
- “Business Day” means Monday through Friday, excluding federal holidays or other days banks are legally closed. Unless otherwise stated, all times referred to in this Agreement are Mountain Time.
- “Services” refers to collectively, any or all Online Banking services and other financial services, described in this Agreement, which allows you to electronically access account and transaction information, transfer funds, originate transactions, pay bills, and otherwise interact with your Accounts on an electronic device.
- “Transfers” means transfers to or from your Accounts using the System and includes payment orders, wire transfers, ACH transfers, account-to-account transfers, external transfers, and other transfer instructions, as applicable.
- “Site” refers to Independence Bank’s transactional access website(s) through your various electronic access devices.

3. Access, Enrollment, and Eligibility

To use the System or Services, you must have at least one eligible account with Independence Bank, access to Internet service or mobile service, and an email address or mobile phone number as applicable to the Service. Enrollment may require completion of an enrollment form, acceptance of electronic terms, identification of your banking relationship, verification of your mobile phone number, or other information requested by us.

Secure Now provides Login Defense and Out of Band Authentication. To access the Online Banking service FOR THE FIRST TIME you will enter information that is verified back to the records on file for you and your account. When all requirements are validated, you will then be prompted to create a username and password.

Online Banking may be accessed through the website, mobile application, or other electronic channel, although some features may be available only through certain channels. We may approve, deny, suspend, or limit access to any Service at our discretion and may require additional agreements for certain Services.

You are responsible for the set-up, maintenance, security, and operation of your computer, mobile device, Internet connection, mobile service, network, browser, software, and related equipment. We are not responsible for errors, failures, interruptions, viruses, malware, device issues, wireless carrier issues, Internet service provider issues, or other problems related to your equipment, software, connectivity, or third-party services.

Some Services may be offered only to individual residents of the United States who can form legally binding contracts under applicable law. Business online banking and cash management Services are intended for business purposes and may be subject to separate enrollment, administrative, security, transaction, and service limitations.

4. Passwords, Credentials, Security Procedures, and Device Security

For security purposes, if given a temporary password, you are required to change your temporary password upon your subsequent login. You determine the password you will use, and the identity of your password is not communicated to us. Some services may require the use of a token or PIN. You agree that we are authorized to act on instructions received under your access ID, password, token, PIN, security credentials, or other security procedures. You accept responsibility for the confidentiality and security of all credentials and agree to change passwords as required. After three unsuccessful login attempts, access may be revoked until credentials are reset or replaced. To reestablish your authorization to use the System, you must contact us.

You should not use passwords associated with commonly known personal identification, such as Social Security numbers, addresses, dates of birth, names of family, or words found in a dictionary. Passwords should be memorized rather than written down. You agree not to give or make available your password, access ID, token, PIN, or other credentials to unauthorized individuals. All uses of the System or Services with your credentials will be presumed authorized by you and binding upon you to the fullest extent permitted by law.

You are responsible for maintaining the security of any device used to access the System or Services, including computers and mobile devices. You agree to keep devices updated with current patches, antivirus signatures, and security updates, not to leave a device unattended while logged in, and to log off immediately at the completion of a banking session. You should not save passwords, PINs, or credentials to your device or browser. For business online banking activity, we highly recommend using a segregated computer that is not used for email, general Internet browsing, or other activities.

You are responsible for the security of any network used to access the Services. We recommend using network firewalls, blocking unnecessary ports, and filtering Internet traffic to help prevent viruses and unauthorized access. You must promptly notify us if you know or suspect that any access ID, password, code, token, PIN, security procedure, or credential has been lost, stolen, compromised, or misused.

5. Available Services

You may use the System and Services, as available to you, to check Account balances, view Account histories, initiate Transfers, make external Transfers, receive Alerts, use card controls, deposit eligible checks through mobile check deposit, and access other features that we make available. Balance and activity information obtained through the System may reflect prior Business Day information and pending transaction activity for the day of inquiry. All balance information is provisional and may be adjusted to reflect returns, errors, holds, chargebacks, or other adjustments.

The System and Services are generally available seven days a week, twenty-four hours a day; however, some or all Services may be unavailable from time to time due to scheduled maintenance, emergency maintenance, system issues, wireless carrier issues, Internet disruptions, power failures, equipment malfunctions, third-party service provider issues, or other circumstances beyond our reasonable control. We will use reasonable efforts to post notice of extended periods of non-availability when appropriate.

6. Transfer Requests, Payment Orders, Authorization, and Processing

You may use the System to initiate a request for a Transfer to or from any eligible Account. A "Request" includes any request for a Transfer, payment order, ACH file, wire transfer, external transfer, cancellation, amendment, or other communication sent to us in your name through the Services. Access IDs, passwords, security tokens, and other security procedures are intended to verify authenticity and not to detect errors.

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 it, even if it was not authorized by you, provided we acted in compliance with the applicable security procedure. You are also bound by any Request initiated by you, your Administrator, any authorized user, or anyone to whom you provided credentials, even if we did not verify authenticity using the security procedures and even if the security procedures would have prevented the transaction or error.

If a Request describes a beneficiary or beneficiary's bank inconsistently by name and account number, execution of the Transfer may occur on the basis of the number, even if it identifies a person or bank different from the named beneficiary or bank, and your obligation to pay us the amount of the Transfer is not excused.

Business online payment orders, wire transfer requests, and ACH file transfers received after 2:00 p.m., or on a non-Business Day, may be treated as received on the next succeeding Business Day. All transfers between Independence Bank Accounts received before 6:00 p.m. on a Business Day are generally posted the same day; if received after 6:00 p.m. or on a non-Business Day, they may be posted on the next succeeding Business Day. Mobile check deposits have a separate cut-off time described in the Mobile Check Deposit section.

7. Business Online Banking and Cash Management Additional Terms

If you use business online banking, cash management, IB Corp, ACH origination, wire transfer origination, positive pay, merchant capture, or related business Services, you agree to use those Services solely for business purposes. You must complete and return any enrollment form or service documentation we require. The System can be used to access only the Accounts and Services designated or approved for access.

The business System may allow an Administrator to designate which Accounts are available to users, who may be added or deleted as a user, what Services are available to each user, and what limits or restrictions apply. Independence Bank does not control or oversee the Administrator function. All actions taken by the Administrator or any person designated or authorized by the Administrator are authorized by you, and all such persons are your agents for purposes of using the System and Services. Unless your Administrator configures access restrictions otherwise, persons with access to the System may have the ability to initiate Transfers.

You are responsible for understanding the security capabilities built into the System and deciding which Accounts to link to each access ID and what level of activity is appropriate for each Account, including separation of duties. Error, negligence, or misfeasance by an Administrator or any user can cause significant losses for which you, and not Independence Bank, are responsible. We recommend that you maintain insurance in appropriate form and amount to protect against this risk. We also recommend that you establish two levels of authority to request and transmit monetary transfers to the Bank.

Upon approval for select business Services, you may be issued a security token. Security tokens may be physical tokens, which remain the property of the Bank and must be returned within thirty (30) Business Days after cancellation of the applicable business online banking Services, or may be a soft token issued to an electronic device. A token must not be shared outside the approved use by the appointed Administrator. All tokens may be disabled as deemed necessary for security purposes by Independence Bank.

8. External Transfer Services

External Transfer Services allow you to transfer funds between eligible Independence Bank Accounts and eligible accounts you maintain at other financial institutions. You represent and warrant that you are either the sole owner or a joint owner of each eligible Independence Bank Account and each external account and that you have all necessary legal right, power, and authority to transfer funds between them. If you are a joint owner, you represent that all other joint owners have authorized you to operate the accounts without their consent and that we may act on your instructions without liability to such joint owners. External accounts must be located in the United States.

You may initiate one-time immediate transfers, one-time future-dated transfers up to one year in advance, or recurring transfers, as made available through the Service. Further details about each of these options can be found on the Site.

When you submit a transfer instruction, you authorize us and our service providers to debit and credit the applicable Accounts, remit funds on your behalf, debit applicable fees, and reverse a transfer if the debit

is returned for any reason, including nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements.

You are responsible for the accuracy of all information entered into the Service, including account numbers, routing information, names, addresses, contact information, and transfer details. You may not use a P.O. Box as a postal address where the Service requires a physical address. We will make reasonable efforts to stop or recover a transfer made to the wrong account once informed, but we do not guarantee recovery and are not responsible for damages resulting from incorrect information entered by you.

We may refuse, return, fail, delay, or block any transfer as permitted or required by law. Transfers may fail because an Account number is invalid, an Account is closed, funds are insufficient, limits are exceeded, the Service is not working properly, information you provided is incorrect, the transfer is prohibited, or circumstances beyond our control prevent execution. We will use reasonable efforts to research and correct or void a failed transfer and, where permitted by law, attempt to return unclaimed, refused, refunded, prohibited, failed, or denied transfers to the account debited or otherwise return the funds to you.

Prohibited transfers and payments include:

- Payments to or from prohibited territories, including territories outside the United States where prohibited;
- Payments that violate any law, statute, ordinance or regulations; and
- Payments that violate acceptable use terms; and
- Payments related to: (1) tobacco products; (2) prescription drugs or devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) sexually oriented goods or services; (9) goods or services that promote hate, violence, racial intolerance, financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or

money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

- Tax payments and court ordered payments.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed within the Service or Site. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable eligible transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply.

9. Alerts and Notifications

Alerts

- Your enrollment in Online Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Independence Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. Independence Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery

- We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Independence Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message

- To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Independence Bank’s Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 800-823-2274. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations

- Independence Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Independence Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information

- As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

10. Privacy, User Information, Data Analytics, and Communications

In connection with your use of the Services, Independence Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, message content, data files, session length, number of transactions, geolocation, subscriber status, payment method, device details, financial information, transaction history, and other information provided by you or from other sources in connection with the Services or related software. We and our service providers will maintain reasonable safeguards to protect this information from unauthorized disclosure or use, but reserve the right to use and disclose it as reasonably necessary to deliver the Services, perform analytics, improve the Services, authenticate users, perform fraud screening, verify identity, determine transaction limits, perform collections, comply with law, respond to court orders or lawful government instructions, protect personal safety, defend claims, resolve disputes, troubleshoot problems, enforce this Agreement, protect rights and property, perform risk management, and as otherwise authorized by you or permitted by law. Data transferred through the System is encrypted in an effort to provide transmission privacy.

We and our service providers may retain information after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons, and everyday business purposes as permitted by law. We and our service providers may use, store, and disclose information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and performance analysis. You authorize your wireless carrier to disclose available account and device information to support identity verification, fraud avoidance, and related transaction support for the duration of your relationship with us.

Correspondence through email is an efficient and quick means of reaching the Bank and for the Bank to reach its customers. However, email is not a secure means of communication and, although rare, there are instances of email compromise and interceptions documented. You acknowledge the security limitations of your use of email to communicate with the bank and release the bank of any liability in the event your email correspondence is compromised. We will not send, and strongly suggest that you do not send, confidential information by standard email unless using secure electronic communication options we provide. If you send us email, we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice and reserve the right to reject any transaction or request received by email.

Unless this Agreement provides otherwise, each of us agrees that electronic means may be used for communication and that electronic records will satisfy written notice requirements. We may provide notices by posting on the Site, sending in-product messages, emailing an address you provided, or mailing a postal address you provided. Notices sent electronically or posted are deemed received no later than twenty-four (24) hours after sent or posted, and notices by postal mail are deemed received no later than three (3) Business Days after mailing. You may write to us at Independence Bank, PO Box 2090, Havre, MT 59501.

11. Restrictions on Use

You agree not to use the System, Services, software, or any related feature for any illegal, fraudulent, unauthorized, or improper purpose. You agree to comply with all applicable state, federal, and international Internet, data, telecommunications, telemarketing, spam, import/export, banking, payment, and other laws and regulations, including the U.S. Export Administration Regulations. You agree not to transmit or disseminate junk mail, spam, unsolicited material, infringing material, unlawful or objectionable material, viruses, Trojan horses, worms, time bombs, cancelbots, false or misleading information, material that exposes us or any third party to liability, or any signal or impulse that could cause technical harm to equipment or facilities.

You may not attempt to access software or Services for which your use has not been authorized, use or attempt to use a third party's account, interfere with the provision or security of the Services, use automated tools to monitor or copy the Service without permission, bypass protective technology, or otherwise abuse the Services. We and our service providers may monitor, block, cancel, remove, reverse, suspend, or terminate activities or communications that we determine, in our sole discretion, are prohibited, unauthorized, objectionable, or in breach of this Agreement.

12. Card Controls Additional Terms

Card Controls is available only for debit cards and credit cards issued by Independence Bank that you register within Online Banking. Alerts and controls set through Online Banking may continue to apply even if you delete the mobile application, remove it from your device, or stop using a particular access channel; please contact Independence Bank to discontinue those alerts and controls.

Certain functionality may not be available for all transactions or through all access channels. Controls and alerts based on the location of the device or merchant may not apply appropriately to card-not-present transactions or transactions where the merchant's actual location differs from the registered address.

Card Controls may enable access to Independence Bank and third-party services and websites, including GPS locator websites such as Google. Use of such services may require Internet access and acceptance of additional third-party terms.

We and applicable third parties reserve the right to change, suspend, remove or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

13. Biometric Login for Online Banking Mobile Application

Biometric login is an optional biometric sign-in method for the Independence Bank mobile application that may be available on certain mobile devices with a built-in biometric scanner. To use biometric login, you must first save your fingerprint, facial feature scan, or other biometric information on your device. Biometrics are stored on your device only, and Independence Bank never sees or stores your biometric information.

By enabling biometric login, you allow anyone who has biometric information stored on your device to access your personal and payment account information within the Consumer Digital Banking mobile application. Independence Bank reserves the right to suspend or disable biometric login at any time. Biometric login can only be associated with one Consumer Digital Banking username at a time on a device. If your device does not recognize your biometric information, you may sign in using your standard login credentials. To use biometric login on multiple devices, you must set it up separately on each device. You may enable or disable biometric login at any time within the Consumer Digital Banking mobile application.

14. Mobile Check Deposit Terms

Mobile Check Deposit allows you to deposit an eligible check into your designated Account(s) from your mobile device by creating an image of the front and back of the eligible check and delivering the image and associated deposit information to our designated processor. By using Mobile Check Deposit, you agree to this Agreement and the account agreements governing the checking or savings account(s) identified as participating accounts.

You agree to image and deposit only original checks, as defined in Regulation CC and the Check Clearing for the 21st Century Act ("Eligible Checks"), that are properly payable to the Account owner and contain the drawer's signature.

Ineligible items include:

- Money orders;
- Traveler's checks;
- Savings bonds;
- Checks drawn on a financial institution located outside the United States;
- Checks not payable in United States currency;
- Checks previously converted to an image replacement document or substitute check, as defined in Regulation CC;

- Remotely created checks, as defined in Regulation CC;
- Checks payable to any person other than the Account owner of the Account into which the check will be deposited;
- Checks containing an alteration on the front of the check, which you know or suspect are fraudulent, or are otherwise not authorized by the Account Holder;
- Jointly payable checks unless deposited into an Account in the name of all payees;
- Checks dated more than six (6) months before the deposit date;
- Checks or items prohibited by Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms and conditions governing the account;
- Checks payable on sight or payable through Drafts, as defined in Regulation CC;
- Checks with any endorsement on the back other than that specified by this Agreement;
- Checks that have previously been submitted or deposited through this Service or through a remote deposit service offered at any other financial institution; and
- Checks previously submitted for deposit and returned.

You may forward only one (1) Check Image at a time for deposit, and the Check Image must be accompanied by all requested deposit information that matches the information on the Check Image. You must review checks to detect altered or counterfeit items, must not deposit suspicious checks through the Service, and must report suspicious checks to the Bank for inspection. You agree to follow any and all other procedures and instructions for use of the Service that we implement from time to time. If you do not satisfy the requirements for deposit of an eligible check, we may place a hold on the nonconforming check.

You agree to restrictively endorse each eligible check transmitted through Mobile Check Deposit as **“For deposit only, Independence Bank account # _____. [Signature of Payee/Account Holder]”** or as otherwise instructed by the Bank. Check Images must be legible and must comply with image quality standards established by the Bank, the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association. Check Images that do not meet these standards must be physically deposited at the Bank.

We may reject any Check Image transmitted through the Service without liability to you. We are not responsible for Check Images we do not receive or that are dropped during transmission. A Check Image is deemed received when you receive confirmation from us that we have received it; confirmation does not mean the transmission was error-free, complete, or will be considered a deposit and credited to your Account. We may charge back to your Account at any time any Check Image we determine was not eligible or properly payable, and any check returned unpaid for any reason will be debited from your Account.

If a Check Image of an eligible check is received and accepted before 5:00 p.m. Mountain Time on a Business Day, that day is considered the day of deposit. Otherwise, the deposit is considered made on the next Business Day. We may establish limits on the dollar amount or number of Check Images that may be deposited through the Service. The current per-deposit dollar limit is \$5,000.00, the current daily dollar limit is \$10,000.00. We may modify limits from time to time.

After receiving confirmation that we approved a Check Image, you agree to retain the original check for thirty (30) calendar days from the date of image transmission. During that time, you must keep the check

in a secure location and promptly provide it to us upon request. After thirty (30) days, you agree to destroy the check, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment.

You agree to immediately notify us of suspected errors regarding Check Images deposited through Mobile Check Deposit and in no event later than sixty (60) days after the applicable Account statement is sent. Unless you notify us within sixty (60) days, deposits made through the Service will be deemed correct, and you are prohibited from bringing a claim against us for the alleged error. By using the Service, you accept the risk that a Check Image may be intercepted or misdirected during transmission, and we bear no liability for such intercepted or misdirected Check Images or information disclosed through such errors.

You warrant that you will transmit only eligible checks, will not transmit duplicate checks, will not redeposit or represent any original eligible check, will provide accurate and truthful information, will comply with this Agreement, Online Banking terms, account agreements, and applicable rules, laws, and regulations, and are not aware of factors that may impair collectability of any Check Image. You agree to indemnify and hold us harmless from any loss arising from breach of these warranties. You also agree to cooperate in the investigation of unusual transactions, poor-quality transmissions, and claims, including providing originals or copies of deposited checks and related records upon request and without further cost.

15. Fees, Charges, Limits, and Overdrafts

You agree to pay our fees and charges for your use of the Services, as set by us from time to time. Fees may be deducted from any Account maintained by you at the Bank or any other account of yours as permitted by law and applicable agreement. You agree to pay additional charges for Bank services you request that are not covered by this Agreement. You are responsible for telephone, mobile, Internet service, and other third-party fees incurred in connection with your use of the Services. We may modify fees or charges upon thirty (30) days prior notice when required.

Business online banking and cash management fees may include a monthly fee of \$20.00. Additional fees may apply for added Services within business online. Applicable fees for external transfers, mobile check deposit, stop payment requests, and other Services may be disclosed in the user interface, through the website or mobile application, in an applicable fee schedule, or elsewhere within the Service or Site.

All Transfers and deposits are subject to sufficient available funds, applicable holds, account terms, Service limits, security limits, and applicable law. If your Account has insufficient funds to perform all Services requested for a Business Day, we may process or refuse to process Requests, checks, items, debits, credits, or other transactions in any order we choose, at our sole discretion. We may reverse Transfers, seek return of payment orders, or take other action if doing so may reduce losses or damages, and you authorize us to do so in your name or ours. If we permit Transfers against insufficient funds, we are not obligated to continue that practice. We may impose lower limits or require funding in advance of processing and will communicate such limits when imposed.

16. Account Information, Statements, and Error Resolution

For normal business purposes and as permitted by law, information about your Accounts and Transfers may be disclosed to others, including to complete transfers, verify the existence and condition of your account upon request of a third party such as a credit bureau or merchant, comply with government agency or court orders, or as authorized by you. You will receive a monthly Account statement. Transfers and deposits made using the Services will appear on the periodic statements for the applicable Accounts and will not generate a separate statement solely for online banking activity.

You must notify us promptly of unauthorized or erroneous transfers, transactions, or deposits. Notification must be provided in accordance with your Account Terms and Conditions.

For error reporting, tell us your name and account number, describe the error or transfer you are unsure about and explain as clearly as possible, and 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 (10) Business Days.

For applicable consumer electronic fund transfer errors, we will determine whether an error occurred within ten (10) Business Days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate. If we do so, we will provisionally credit your account within ten (10) Business Days for the amount you believe is in error so you may use the money during the investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) Business Days, we may not provisionally credit your account. For new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate, and for new accounts we may take up to twenty (20) Business Days to credit your account. We will tell you about the results within three (3) Business Days after completing the investigation and will send a written explanation if we decide there was no error.

17. Unauthorized Transfers and Liability

Call or write to us at once if you believe your online banking password, user ID, mobile device, token, PIN, or other credential has been lost, stolen, compromised, or used without your permission, or if your statement shows transfers you did not make. Telephoning is the best way to reduce possible losses. If you tell us within two (2) Business Days after learning of the loss or theft of your code or credential, you can lose no more than \$50.00. If you do not tell us within two (2) Business Days after learning of the loss or theft, and we can prove we could have prevented unauthorized use had you told us, you may be liable for as much as \$500.00. If your statement contains payments or transfers you did not authorize, you must tell us at once and no later than sixty (60) days after we sent you the FIRST statement on with the problem or error appeared. If a good reason prevented timely notice, we may extend time periods as permitted by law. 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.

For business online banking, cash management, ACH, wire, payment orders, and other non-consumer Services, you are responsible for maintaining commercially reasonable security controls and for all Requests deemed authorized under this Agreement. As a condition precedent to any liability of ours for alleged negligence or breach of this Agreement in connection with business Services, you must notify us

in writing as promptly as reasonably possible and in no event later than five (5) Business Days after the alleged negligence or breach was, or reasonably could have been, discovered by you.

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.

18. Service Providers, Third-Party Services, Intellectual Property, Links, and Google Maps

We may offer Services through one or more service providers engaged to render some or all of the Services on our behalf. We may delegate rights and performance obligations to service providers, and service providers are third-party beneficiaries of this Agreement entitled to the rights and protections this Agreement provides to us. We are the party responsible to you to the extent liability attaches to us under applicable law and this Agreement.

Some Services may enable access to third-party websites, software, maps, GPS locator services, or other services. Links to other sites may be provided for convenience and do not constitute our endorsement, sponsorship, or recommendation. We are not responsible for third-party materials, services, cookies, data collection, privacy practices, content, legality, accuracy, or availability. You may not frame material from our Site or link to pages other than the home page without our express written permission. We reserve the right to disable third-party links to the Site.

If you use features that rely on Google Maps or similar third-party mapping services, you agree to abide by the applicable Google terms and legal notices or other third-party terms as updated from time to time. All marks, logos, page headers, custom graphics, button icons, scripts, technology, content, and related materials associated with the Services are owned by us or our licensors. You may not copy, imitate, use, or display them without prior written consent. Suggestions, ideas, concepts, or other information submitted through or regarding the Site or Services may be treated as an unrestricted contribution of intellectual property to us and our licensors to the fullest extent permitted by law.

19. Change in Terms, Amendments, Suspension, and Termination

We may change or amend this Agreement and any applicable fees or charges at any time by written notice, electronic notice, statement notice, posting on our website or within the Service, or other method permitted by law. A revised version is effective when posted or as otherwise stated. Your continued use of the Services after notice or posting constitutes acceptance of the change. We may revise, update, upgrade, enhance, discontinue, or replace Services and related applications or materials, which may render prior versions obsolete, and may limit access to more recent versions.

You may cancel applicable Services by contacting us or providing written notice as required for the Service. Your access may be suspended within three (3) Business Days after we receive instructions to cancel online banking Services, but cancellation will not affect transactions already begun, fees incurred,

or obligations arising before termination. We may terminate, suspend, limit, or restrict access to the System, Site, or Services at any time and for any reason, including insufficient funds, breach of this Agreement, suspected unauthorized use, security concerns, prohibited activity, or no reason. Termination, cancellation, or suspension does not affect your liability or obligations under this Agreement.

20. Governing Law, Disputes, Arbitration, Jury Waiver, and Remedies

This Agreement is subject to applicable federal law 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. For certain external transfer or mobile Services, unless your account agreement states otherwise, the Agreement may be governed by the laws of the state in which you reside, without regard to conflicts of law provisions. To the extent any term conflicts with applicable state or federal law, such law will replace the conflicting term only to the extent required, and all other terms will remain in full force and effect.

In the event of a dispute regarding a Service, you and we agree to resolve the dispute by looking to this Agreement.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

If we have reason to believe that you have engaged in prohibited or unauthorized activity or breached this Agreement, we may terminate, suspend, or limit access to or use of the Site or Services; notify law enforcement, regulatory authorities, impacted third parties, and others as appropriate; refuse to provide Services in the future; and take legal action. These remedies are cumulative and in addition to other rights and remedies available under this Agreement or law.

21. Disclaimer of Warranties and Limitation of Liability

THE SYSTEM, SITE, MOBILE BANKING APP, SERVICES, SOFTWARE, AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY PATENT OR OTHER PROPRIETARY RIGHTS. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR SPECIAL, GENERAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES, LOSS OF GOODWILL, OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, MAINTENANCE, INTERRUPTION, DELAY, DISRUPTION, OR FAILURE OF THE SYSTEM, SITE, MOBILE BANKING APP, SERVICES, SOFTWARE, OR RELATED WEBSITES. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Except as set forth in this Agreement or required by applicable law, we are not liable for loss or damage incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to or making use of the System, Site, Mobile Banking App, Services, software, or your credentials. These limitations survive termination of this Agreement and limit the liability of any agent, employee, affiliate, licensor, contractor, or service provider of the Bank.

22. Indemnification, Release, Security Interest, Assignment, Severability, and Survival

You agree to indemnify, defend, and hold harmless Independence Bank, its affiliates, service providers, licensors, contractors, employees, agents, and the affiliates and employees of each of these from any loss, liability, cost, charge, claim, demand, damage, or expense, including reasonable attorneys' fees,

arising out of or related directly or indirectly to your breach of this Agreement, your use of the System, Site, or Services, your violation of law, or your warranties and obligations relating to any Service. You release us and our affiliates and service providers, and the employees and contractors of each of these, from claims, demands, and damages arising out of or connected with disputes that may arise between you and another user of the Site or Services.

You grant Independence Bank a security interest in all Accounts and other deposits of yours at the Bank, and in all funds in such Accounts or deposits, to secure your obligations to us under this Agreement. This security interest survives termination. We may hold funds on deposit with us for up to ninety (90) days following the expiration of any return or chargeback rights regarding any Request, ACH entry, or transaction processed under this Agreement, or later until other claims to such funds have expired.

You may not assign this Agreement or any rights or obligations without our prior written consent, which we may withhold in our sole discretion. We may transfer, assign, or delegate this Agreement or any right or obligation at any time to any party, including independent contractors, service providers, or other third parties. This Agreement, together with applicable enrollment forms, service documentation, account agreements, deposit agreements, fee schedules, and disclosures, constitutes the complete agreement between you and the Bank regarding the subject matter. If any provision is determined void, invalid, or unenforceable, the remaining provisions remain in full force and effect. Headings are for convenience only and do not govern interpretation. Any waiver must be in writing and does not waive any other or subsequent default or breach. This Agreement binds your heirs, successors, and permitted assigns. Obligations that by their nature continue beyond termination, cancellation, or expiration survive.

23. Consent to Online Banking

By clicking “Accept,” signing an enrollment form, enrolling in, accessing, or using any Service, you confirm that you have read and accept this Independence Bank Online Banking Services Agreement and Disclosure. Clicking “Accept,” signing, enrolling, accessing, or using the Services constitutes your legally binding signature and acceptance of this Agreement.