

## ONLINE SERVICE AGREEMENT

If you use Online Banking or Mobile Banking, you are consenting to the terms of this Agreement.

Welcome to Independent Bank's Online Banking Service!

### INTRODUCTION

This Online Banking Agreement and Disclosure (the "Agreement") discusses how you can use Online Banking and Mobile Banking to obtain information about your account, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing Online Banking and Mobile Banking.

These terms and conditions are in addition to those that apply to any accounts you have with us or any other service you obtain from us.

### DEFINITIONS

As used in this agreement, the following words have the meanings given below:

- **"You"** and **"your(s)"** refers to the account holder(s) (including any business) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.
- **"Consumer"** means any natural person who uses a deposit account primarily for personal, family or household purposes.
- **"We," "us," "our(s)," "Independent Bank,"** or **"Bank"** refers to Independent Bank.
- **"Online banking"** means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other permitted transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- **"Mobile banking"** means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other permitted transactions by use of an application installed on a mobile device.
- **"Business day"** means Monday through Friday, except banking holidays.
- **"ACH"** means Automated Clearing House.

### SECURITY & PROTECTING YOUR ACCOUNT

Independent Bank is strongly committed to protecting the security and confidentiality of our customer account information. Independent Bank uses state-of-the-art technology in the ongoing development of its Online Banking Service to ensure this security.

### WHAT WE DO

- You can only access Online Banking with certain browsers that have a high security standard.
- You can only access Mobile Banking by downloading the IB Mobile application from the Apple Store or Google Play Store to a device that meets the minimum requirements listed.
- Your full account numbers are not displayed.



- You must have a valid Login ID and Password to sign in.
- If no action is taken for 10 minutes, you will be automatically logged off Online Banking.
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## WHAT YOU NEED TO DO

The Online Banking service can be supported by the minimum requirement of 128-bit SSL. Recommended browsers are as follows:

- Windows 10
  - Chrome - Current version and two prior versions
  - Microsoft Edge - Current version previous version
  - Firefox - Current version and two prior versions
- Mac OS X 10.9–10.13
  - Chrome: Current version and two prior versions
  - Safari: Current version and two prior versions

The Mobile Banking application can be supported on devices that meet the following minimum requirements:

- Display Resolution: 1300x900+ pixels
- Operating System
  - iOS 12.x or 13.x
  - Android 7.X or Higher
- Camera Specs for Mobile Deposit
  - Rear-facing
  - Autofocus
  - 5 megapixels or higher
- Connectivity
  - 5G
  - 4G LTE
  - Wi-Fi
- Location Services: Native mapping app access
- Do not give out your identifying information, such as your passwords, to any other person. The Bank may rely on your Online Banking Login ID to identify you when providing banking services to you.
- Never leave your account information displayed in an area accessible by others.
- Never leave your PC unattended while using Online Banking.
- Always exit the system by clicking on “Log Off” after using Online or Mobile Banking.
- If you believe that your password may have been lost or stolen, or that someone has accessed your account without your permission, or if you suspect any fraudulent activity on your account, please notify the Bank immediately.

## SERVICE AVAILABILITY

Online and Mobile Banking are available 365 days a year. However, it is necessary to interrupt the service on a scheduled basis to perform periodic system and account maintenance. These maintenance periods occur weekly and are typically limited to the early morning hours (i.e. 11:00 PM - 6:00 AM). Independent Bank may, at our



discretion, extend the maintenance periods outlined above as necessary to complete more extensive maintenance, system upgrades, or to resolve service problems.

## LOGIN ID & PASSWORD

You have been assigned a Login ID and Password through our application process that will identify and authenticate you to Independent Bank when you use Online or Mobile Banking. To access our Internet banking service, you must use the Login ID and/or other means of access we provide for your Internet banking customer account. You must also, initially, use the password assigned by the Bank. Login ID's and passwords may only be obtained by customers who have existing accounts with Independent Bank.

You will be asked to change your password immediately after the first sign-on. For security purposes, we recommend that you change your password regularly and that you memorize the password and do not write it down. When choosing a new password, use things that are not easy to guess, but are easy for you to remember. Do not use your spouse or children's names, your pet's name, your birthday or anniversary. One suggestion is to use special characters to replace letters (i.e., Spring 2017 becomes \$pr!ng2017).

You can change your password online at any time by selecting the "Security Preferences" option in our "Settings" section. If necessary, passwords can also be reset by calling Independent Bank. However, any password changed over the telephone will be "temporary" only and will require an online reset at first use.

## FUNDS TRANSFER PROVISIONS

As an Online or Mobile Banking customer, you can make immediate transfers between your Independent Bank accounts over the Internet. All such transfers are subject to the terms of these Online Banking Funds Transfer Provisions (the "Transfer Provisions").

### 1. General Information

- a. **Fees/Consumer:** There are no fees charged for the use of Independent Bank's Online or Mobile Banking Service.

**Fees/Business:** There are no fees charged for the use of Independent Bank's Online or Mobile Banking Service, except for those authorized businesses utilizing Treasury Management services.

- b. **Authorization to Charge Accounts:** You are responsible for all transfers you or your authorized representative(s) make using Online or Mobile Banking. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service, including the transfer of funds from other deposit accounts. You agree that we may comply with transfer instructions entered by any one person using an authorized Login ID and Password.

If you permit another person to use Online or Mobile Banking, or give them your Login ID or Password, you, not us, are responsible for transfers or advances that person makes from the deposit and credit accounts linked to your Service, even if that person exceeds your authorization.

- c. **Waiver of requirement for two signatures:** Principals recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including ACH or Wire payments, and release us from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers, including ACH payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

## 2. Online and Mobile Banking Funds Transfer Service

- a. **Types of Transfers and Postings:** You can transfer funds between your Checking, Savings, and Loan accounts.

We allow transfers to the following accounts: Checking, Savings, Money Market, Loan and Commercial Lines of Credit. We allow transfers from the following accounts: Checking, Savings, Money Market.

Any payments or credits delivered over the ACH network by our authorized commercial customers are governed by the rules and performance standards of the NACHA and FRB, and will be conducted in accordance with all current ACH rules, as represented by the separate Treasury Management Master Agreement.

- b. **Availability.** Funds must be available in the account from which you wish to transfer funds on the date you specify the transfer for payment to occur.
- c. **Business Online Banking Customers:** Tax payments will be processed as prefunded transactions. This means that your account will be debited 1-2 business days prior to the payment's effective date.
- d. **Restrictions on Transfers from Savings and Money Market Accounts.** Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers *into* a savings or money market account; however, you may make no more than six transfers or withdrawals *out* of such an account per month (not counting transactions made at ATMs or at banking locations). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection **are** counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, we will charge you a fee for each additional transaction in excess of the legal limit. If you exceed the restrictions more than three times during a 12-month period, we will close the savings or money market account and transfer the funds to a checking account. On regular savings accounts, we charge a fee for each withdrawal or transfer in excess of six per calendar quarter. The amount of these fees and the minimum balances necessary to avoid these fees, where applicable, are set forth in the account documents provided with your account, and any subsequent amendments.
- e. **Insufficient Funds to Complete Transfer.** If your account does not have sufficient funds to complete a transfer, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created, including any fees associated with the transfer.



- f. **Documentation and Verification of Transfers.** The date and amount of transfers made through Online or Mobile Banking will be shown on the Transaction History screen of Online Banking, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.
- g. **Disclosure of Account Information.** We may disclose information to third parties about your account or transfers you make:
  - 1.
    - i. When necessary for verifying or completing transfers, or to resolve a problem related to a transfer;
    - ii. To verify the existence and status of your account for a third party, such as a credit bureau or merchant;
    - iii. If you give us your written (including electronic message) permission; or
    - iv. As otherwise permitted or required in the Bank's Privacy Policy, Deposit Agreement and Disclosures, or other applicable agreements, or by law or government regulations.

## COMMUNICATIONS

**Address and Telephone Number for Notification of Unauthorized Use.** If you believe your Login ID or Password has become known by an unauthorized person, or that someone has transferred money without your permission, call Independent Bank immediately at 800.460.6634 or write to:

**Independent Bank  
Attention: Online Banking  
P.O. Box 3035  
McKinney, Texas 75070**

If you claim that an unauthorized transfer may have occurred, we will require you to execute an affidavit.

**Secure Message Communications.** Another way of communicating with us is by sending a secure message. For transactions, please use the appropriate functions within the service or call the Bank. Secure message capability is available after you sign on with your password to a secure session of the Service. To ensure the security of your account information, we recommend that you use only this secure message system when asking specific questions about your account(s).

**Urgent concerns.** Correspondence that requires expedient handling - for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop payment on a check you have issued - should be made by calling the Bank.

**Other contact.** Please also contact us with any other questions or problems that you may have regarding the Service, including:

- You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.
- You need to obtain documentation concerning a transaction previously issued from your account. (There may be a fee for these requests, as disclosed in the Schedule of Fees applicable to your accounts.)



Unless you have instructed us otherwise, you agree that Independent Bank may send you electronic messages (either secure messages or standard emails) about other products or services we offer or other important information from the bank.

## ADDITIONAL PROVISIONS APPLICABLE TO CONSUMER ACCOUNTS

When you transfer funds using Online or Mobile Banking in connection with consumer accounts, the information in this section applies to you.

1. **Your Liability for Unauthorized Use.** Tell us immediately if you believe your Login ID or Password has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way of keeping your possible losses to a minimum.

If you tell us within two business days after you learn that your Login ID and Password have become known by an unauthorized person, you can lose no more than \$50.00 if an unauthorized person used your personal codes without your permission to process a transaction. If you do NOT tell us within two business days, and we can prove that we could have stopped someone from using your Login ID or Password without your permission if you had told us, you may be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make or authorize, please tell us immediately. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

2. **Bank's Responsibility for Failure to Make Transfers.** If we do not make a transfer or payment on time, or in the correct amount according to your instructions given in accordance with the Transfer Provisions, we will attempt to correct any charges. However, there are some exceptions. We will not be responsible, for instance, if:
  1.
    - a. Through no fault of ours, your account does not contain enough money to make the transfer or payment.
    - b. You have not properly followed the instructions on how to make a transfer or payment contained in the Transfer Provisions or the online instructions for Online Banking.
    - c. Your computer, the software, phone lines, or the bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
    - d. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, postal strikes, fires, floods and other natural disasters.
    - e. We have placed a 'hold' on funds in your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as garnishment, tax levy, court order, etc.
    - f. We have received incomplete or inaccurate information from you or a third party involving the account or transfer.



- g. We have a reasonable basis for believing that unauthorized use of your Login ID, Password, or account has occurred or may be occurring.
- h. You or we have terminated your Online Banking Service or closed the account.
- i. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.

There may also be other exceptions stated in our other agreements with you.

- 3. **Errors or Questions.** In case of errors or questions about your electronic transfers, call Independent Bank immediately at 800.460.6634 or write to:

**Independent Bank**  
**Attn: Online Banking**  
**P.O. Box 3035**  
**McKinney, Texas 75070**

If you think your statement is wrong or if you need more information about a transfer listed on the statement, contact us as soon as possible. As stated above, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, and you must:

- 1.
  - a. Tell us your name and account number.
  - b. Describe the transfer or other error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we require that you complete an affidavit within ten business days specifying the above and/or any additional information we may request.

We will tell you the results of our investigation within ten business days (20 business days if you initiated the transaction from outside the United States) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten business days (20 business days if you initiated the transaction from outside the United States) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation.

If you are a new customer, for electronic funds transfers occurring during the first 30 days after the first deposit is made to your account, the applicable time periods for action by us are up to 20 business days (instead of ten) and 90 calendar days (instead of 45).

If we determine that there is no error, we will send you an explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **OUR ABILITY TO TERMINATE SERVICES**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements





governing the accounts to or from which transfers are made using Online Banking. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not comply with any of the agreements governing your account(s) or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your Login ID and Password or account may be occurring.

Independent Bank reserves the right to terminate your access to the Online Banking Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

### **AMENDMENTS**

We can amend this Agreement upon notice to you, which you agree may be sent by a secure message or by an announcement conspicuously displayed directly within the site. Any notice will be effective no earlier than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time.

### **NEW SERVICES**

We may, from time to time, introduce new services that are part of Online Banking. We will update this Agreement to notify you of these new services. By using Online Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

### **VIRUS PROTECTION**

You agree that Independent Bank is not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

### **OUR LIABILITY**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither Independent Bank nor any of its parents, subsidiaries or affiliates (collectively, IB Bancshares, Inc.) nor any third party service providers engaged by Independent Bank to perform any of the services connected with Online Banking shall be responsible for any damages, loss, property damage or bodily injury incurred as a result of your using or attempting to use the Online Banking Service, whether caused by the equipment, software, Internet browser providers, Internet access providers or online service providers or an agent or subcontractor of any of the foregoing. Nor shall Independent Bank or any third party service providers engaged by Independent Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Online Banking or Internet browser or access software, or from the unavailability of Online Banking or for any errors in information provided through that service.

### **CHARGES AND FEES**

These service requests are subject to Independent Bank's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosures document and any applicable amendments. Copies of the Schedule of Fees can be obtained by contacting your local Independent Bank office or Treasury Management Department.





**ENTIRE AGREEMENT**

This Agreement, as it may be amended from time to time, contains the entire understanding between you and Independent Bank concerning the Online and Mobile Banking Service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

**YOUR AGREEMENT TO THESE TERMS AND CONDITIONS**

Your acceptance of this Service Agreement confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgement that you received and understand the terms of this Agreement.