

Independence Bank

Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Independence Bank's online banking services ("Service(s)"). It also describes the rights and obligations of Independence Bank. Please read this Agreement carefully. By requesting and using the Service(s), you agree to comply with the terms and conditions of this Agreement.

DEFINITIONS

The following definitions apply in this Agreement:

"We," "us," "our," "Independence" or "Bank" refer to Independence Bank and any agent, independent contractor, service provider, licensor, designee, or assignee Independence Bank may involve in the provision of Online Banking.

"You" or "your" refers to the owner of the account or a person with authority with respect to the account.

"Access Code" refers to the Internet Banking identification number, password, and/or other means of access we establish or approve.

"Bill Pay" or "Bill Payment" refers to our Internet Bill Payment service that allows you to direct payments from your designated Bill Pay checking account to third parties you wish to pay.

"Business Days" include Monday through Friday. Federal Holidays are not included.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess your fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"Banno" refers to the bank's online Internet banking website.

"Service(s)" refer to our services that allow you to obtain account information, transfer funds, make payments including our "Bill Pay" service, access accounts and perform other transactions over the Internet by use of a personal computer, mobile device, or other means we authorize or allow.

"Time of day" references are in Eastern Standard Time (EST).

ACCESS TO BANNO SERVICES

Our Service(s) are for authorized use by Independence Bank customers only. Attempted unauthorized access is a violation of federal law and will be prosecuted to the full extent of the law.

Your accounts will be available at www.theindebank.com to obtain balances, transaction history, and other information. You must have a password and the required hardware and software to access your accounts online. In general, you can access your accounts 7 days a week, 24 hours a day. Transactions on the site may not be posted until the next business day and bills paid may not be sent for up to three business days.

You may not designate any account that requires more than one signature for withdrawals. You must be the owner of this account (or accounts). Your accounts with us must be in good standing.

The availability of Service(s) may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service(s) may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service(s) or certain features.

You or someone you have authorized by giving them your Access Codes can instruct us to provide information or perform transactions on any of your accounts for which you have enrolled for Services including:

- Account Information – information, including transaction history about your accounts.
- Account Transfers – make transfers between your accounts.
- Bill Pay – make current, future, and recurring payments from an eligible checking account.
- Mobile Banking – conduct banking activities from a mobile device.
- Remote Deposit Anywhere – capture check images for deposit, from a remote location

NOTE: Business Accounts

If you are a business, any authorized representative of your business is authorized to use the online Service(s) if they are noted by you as a designated user of your account.

You may also allow "view only" access for any of your employees. If you choose to provide viewing access to your account to another person, you are solely responsible for causing that person to use information for the purpose for which you have provided access. You are also responsible for causing that person to maintain the confidentiality of his or her password or login identification.

Electronic Mail (E-Mail)

E-mail transmissions outside of the Banno online banking service are not secure. Please do not send us or ask for sensitive information such as account numbers, password, and account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the "Contact Us" e-mail form provided within our Banno online banking service. You may use this feature to e-mail us regarding inquiries about an electronic funds transfer error resolution, to report unauthorized transactions, or to contact us regarding other concerns of a confidential nature.

Bill Pay Services

Our Bill Pay Service permits you to use your PC or mobile device(s) to direct payments from your designated online bill payment account to third parties you wish to pay. Through the Bill Pay Service, you can pay bills from your bill payment account to businesses or individuals. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. By using this Service, you authorize us, and any third-party payment-processing agent we may use, to choose whatever method we feel is most effective to process your transaction. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee in the continental United States. You can use the bill payment service to pay anyone except Government agencies.

If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) in any specified period. You agreed to the "Terms and Conditions of Your Deposit Account" that you received when you opened your deposit account. Please refer to those terms and for more information on applicable transaction limits. You may request another disclosure of these from the bank at any time. [OBJ]

Bill payments from your eligible account may be subject to certain limits. Payments can be entered, edited, or deleted Sunday through Friday until 11:00pm EST the day before the scheduled payment date.

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your bill payment account to make the payment on the processing date.
- Delays in mail delivery.
- Changes to the payee's address or account number unless we have been advised of the change in advance.
- The failure of any payee to correctly account for or credit the payment in a timely manner.
- Any other circumstances beyond our control.

You must schedule a bill payment five (5) business days prior to the Payee's due date for check payments and three (3) business days prior to the due date for electronic payments to allow for proper and timely posting to your payee account. This means you must schedule the payment date to be either five (5) or three (3) days prior to the due date as applicable.

Periodic Statements

As an Online Banking customer, you will continue to receive a paper account statement either monthly or quarterly (depending on the type of account), unless you opt-in to receive electronic statements only. If you choose to receive electronic statements, your statement will be available on the same time frame as paper statements. You will receive an automated email stating that your statements are ready to view.

Electronic statements are offered for eligible deposit accounts, allowing you to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer, or print at your convenience. You will be able to view the current month's statement as well as the previous statements. Any legal notice that normally accompanies your mailed statement will be delivered to you electronically. An online statement will replace your mailed statement in its entirety. If at any point you would like to receive paper statements again, you can do so at any time.

For additional information on how to receive electronic statements please view our Electronic Banking Account Statement Disclosure and Agreement found within the Banno website.

FEES AND CHARGES

Once you are an enrolled user of the Service(s), you agree to the terms and conditions of the account(s) including any schedule of charges that may be imposed. There may be additional fees and charges for select online Service(s). You shall be subject to any future charges and fees. You authorize us to automatically deduct all applicable charges and fees from your primary checking (or other applicable) account with us.

You are responsible for paying any Internet service provider fees, telephone charges, or other utility fees you may incur to connect with Independence Bank's Internet service.

STOP PAYMENT REQUESTS

In using our online Service(s) to make payments, you may only stop such payments as provided in this agreement. We are entitled to a reasonable period to act upon any stop payment request and may not have an opportunity to act after a payment has been processed. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. Our ability to process a stop payment request depends on the payment method and whether final payment has been made.

Electronic Payments

If your payment is made electronically, you have no right to stop payment. If payment has not yet begun processing, you may delete the payment from the Bill Pay system before 11:00pm EST, Sunday through Friday, the day before the scheduled payment date.

Paper Payments

If the payment is made by a paper check issued on your behalf, and we have already paid the check, it is not possible to stop payment. If we have not yet paid the check, it may be possible to stop payment. To stop payment of a paper check in this circumstance, you must call us at 216-447-1444.

Preauthorized Payments

To stop a preauthorized recurring payment or transfer, you must call us at 216-447-1444. You must call us in time for us to receive your request and to be able to act upon it, which in the case of preauthorized recurring payments, is at least three (3) business days before the transfer is scheduled to occur. A Written Statement of Unauthorized Debit will be provided at the time you alert us of the unauthorized transaction. This form must be completed and returned within fourteen (14) days after your call.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, notify us by calling 216-447-1444 or by writing to us at Independence Bank, 4401 Rockside Road, Independence OH 44131.

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You must provide us with the following information:

- Tell us your name and account number.
- Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you report errors or questions to us orally, you must send the complaint or question to us in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error in a timely fashion. If we need more time, however, we may take up to forty-five (45) days (ninety (90) business days for new accounts) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. Additional investigation time may apply for international POS transactions. If you report an error or question orally and we do not receive a written complaint or question in writing within ten (10) business days, we may not re-credit your account. We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

SECURITY AND PRIVACY

In order to maintain secure communications and reduce fraud, you agree to protect the security of your Access Codes. We reserve the right to block access to the Service(s) if we believe the confidentiality of your Access Codes may have been compromised and/or that they may be being used by an unauthorized person. We also may require you to utilize Internet browser software meeting certain minimum-security requirements in order to access our Service(s).

We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service(s). Our customer privacy notice is available online at www.theindebank.com

You are responsible for keeping your password and online account information confidential. You determine your own password, which is encrypted in our database. No one at the Independence Bank or at our Online Banking service provider has access to this information.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID.
- Do not leave your PC or mobile device unattended while you are in the Bank's Online Banking site.
- Do not allow your Internet browser to store your Online Banking User ID or Password.

- Never leave your account information within range of others.
- Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system.
- Keep your virus protection up to date to protect your Online Banking communication.
- If you believe your Password has been lost or stolen, please use the Password Change feature within the My Profile section of the Banno Online website to change your Password.
- If you suspect any fraudulent activity on your account, call us immediately at (216) 447-1444 between the hours of 9:00 AM to 4:00 PM, Monday through Friday.

Important Note for Non-Personal Account Holders

The loss, theft, or unauthorized use of your Access Codes could cause you to lose all the money in your account. YOUR USE OF THE SERVICE(S) UNDER A NON-PERSONAL DEPOSIT ACCOUNT IS YOUR AGREEMENT TO ASSUME ALL RISKS AND LOSSES ASSOCIATED WITH THE DISCLOSURE OF YOUR ACCESS CODES TO YOUR EMPLOYEES OR OTHER PERSONS. YOU AGREE TO LIMIT THE DISCLOSURE OF YOUR ACCESS CODES TO THOSE EMPLOYEES AND OTHER PERSONS YOU AUTHORIZE.

LIMITATION OF LIABILITY

With your acceptance and use of the Service(s), you agree that Independence Bank or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other service providers and licensors shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including, without limitation, lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from (1) the use or the inability to use any Online Service(s); (2) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction or unauthorized access to you information; (3) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through, any online Service(s); or (4) any other failure, action, or omission, and regardless of whether arising under breach of contract, negligence or under any other cause of action.

You agree to indemnify, defend and hold Independence Bank and of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other service providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney fees) arising from (1) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any online Service(s); (2) any fraud, manipulation or other breach of this Agreement by you; (3) any third party claim, action or allegations brought against Independence Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (4) your violation of any law or rights of a third party; or (5) your use of the provision of any online Service(s) or use of your account by any third party. Independence Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Independence Bank in asserting any available defenses. You will not settle any action or claims on Independence Bank's behalf without the prior written consent of Independence Bank.

WAIVER

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement unless our waiver is in writing and signed by an authorized officer of Independence Bank. No delay or omission on the part of Independence Bank or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

TERM AND TERMINATION

We may terminate all or part of this Agreement and your use of any or all online Service(s) at any time with or without prior notice if we believe you are violating any of the terms and conditions of this agreement.

You may cancel your usage of online Service(s) and terminate this Agreement by notifying the bank in writing.

If you terminate a transfer or Bill Pay service, you authorize us to continue making transfers, payments, and other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted on your notice, we have no responsibility to make any transfers, bill payments, or other transactions you may have previously authorized.

If you are not paying a monthly service charge for the Services, we may terminate your Service(s) access if you do not sign on to the Service or have any transactions scheduled through the service for any consecutive ninety (90) day period. If your service is terminated for inactivity, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

GENERAL TERMS AND CONDITIONS

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of any of the Online Banking Service(s) is your acknowledgment that you have received these agreements and intend to be bound by them.

We may modify the terms and conditions applicable to the Service(s) from time to time. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the Service(s) offered, we will provide you with at least 30 days prior notice. Amendments or changes in terms and/or conditions may be made without prior notice if they do NOT result in higher fees, more restrictive Service(s) use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via secure email to cancel your access to the Service(s). Your continued use of the affected change in Service(s) constitutes your agreement to the amendment(s).

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.

This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Ohio.

INDEPENDENCE BANK CONTACT INFORMATION

You may contact us through the secure email available at www.theindebank.com or by contacting us at the phone number or address below.

Independence Bank

4401 Rockside Road

Independence OH 44131

216-447-1444

BANK BUSINESS HOURS

Monday – Friday	9:30 a.m. to 4:00 p.m.
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BANKING HOURS

Monday – Thursday	9:30 a.m. to 2:30 p.m.
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Friday	9:30 a.m. to 4:00 p.m.
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Independence Bank

Mobile Banking Services Agreement

This Agreement contains the terms and conditions for Independence Bank Mobile Banking Service. In this Disclosure and Agreement, the words "you," "your," or "user" mean the consumer or business that applied for and/or uses any Mobile Banking Service (the "Service") described in this Disclosure and Agreement. The words "Independence Bank," "us" and "we" mean Independence Bank.

Acceptance of these Terms

Your use of Mobile Banking constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Service(s). It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and service(s) with us. Mobile Banking allows you to access your Independence Bank account information, view balances and transaction history, make payments to payees and transfer funds to your other Independence Bank accounts.

To utilize the Mobile Banking Service, you must be enrolled to use Banno online banking and then activate your Device within the Banno system. Information about Independence Bank's Mobile Banking service is available on our website at www.theindebank.com.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service(s) at any time.

Use of Mobile Banking Service

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device, and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements

You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service(s) is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Service(s) to transfer funds between your eligible Independence Bank accounts ("Internal Transfer"). The terms and conditions for transfers using the Mobile Banking Service are the same as those for transfers using Online Banking.

Each transfer from a savings or money market account using Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the Terms and Conditions of Your Deposit Account.

We may also limit the type, frequency, and number of transfers for security purposes and may change or impose the limits without notice, at our option.

Account Ownership

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

User Security

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

Fees

While there are currently no fees related to the use of the Services, Independence Bank, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to the section, Change of Terms, for advance notification related to the administration of potential future fees.

Change in Terms

Independence Bank reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

Termination of the Services

You may, by written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Independence Bank retains the right, at its sole discretion, to terminate Services based on misuse as outlined within this Disclosure and Agreement.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Independence Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

In Case of Errors or Questions about your Account

In case of errors or questions about your deposit accounts or Mobile Banking service, please contact us at 877-805-2265 or 216-447-1444.

Independence Bank Mobile Text Services Agreement

Your use of Mobile Text Services ("Service") constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

Mobile Text allows you to obtain balance information or recent transactions via SMS (Short Message Service) text messages. SMS is simply the exchange of short text messages.

Acceptance of these Terms

You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider. We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.

You understand that the balances provided may not include recent or pending transactions that have not yet been posted to your account and that other restrictions may apply. See your account agreement for more information.

Notify us immediately of any changes to your registered Device. In case of unauthorized access to your Device or Service, you agree to cancel enrollment associated with the Device immediately.

You agree to indemnify, defend, and hold Independence Bank harmless from any third-party claims, liability, damages, or costs arising from your use of the Service or from you providing us with a phone number that is not your own.

You agree that Independence Bank and any third party will not be liable for failed, delayed, or misdirected delivery of, any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. The bank will not be liable to you for special, indirect, or consequential damages.

In Case of Errors or Questions about your Account

In case of errors or questions about your deposit accounts or Mobile Banking service, please contact us at 216-447-1444.

Independence Bank

Remote Deposit Anywhere/Remote Deposit Capture (RDA/RDC) Services Agreement

This Agreement contains the terms and conditions for the use of Independence Bank Remote Deposit Anywhere/Remote Deposit Capture. In this Disclosure and Agreement, the words “you,” “your,” or “user” mean the (consumer or business) that applied for and/or uses any Remote Deposit Anywhere/Remote Deposit Capture Services (the “Service”) described in this Disclosure and Agreement. The words “Independence Bank,” “us” and “we” mean (Independence Bank).

Acceptance of these Terms

Your use of the RDA/RDC Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

Use of Remote Deposit Anywhere/Remote Deposit Capture Services

The RDA/RDC service is designed to allow you to remotely deposit paper checks to your savings, checking or money market accounts by electronically transmitting a digital image of the paper checks for deposit.

Hardware and Software

You agree to comply with the hardware and software requirements set forth in the “System Requirements” as disclosed in *Attachment A*, to include hardware and software requirements that will be used to store information. When using the RDA/RDC service, you may experience technical or other difficulties. We cannot assume responsibility for any technical difficulties or any resulting damage that you may incur. Some of the RDA/RDC services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue RDA/RDC services, in whole or in part, or your use of the Service(s), in whole or in part, immediately and at any time without prior notice to you. In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service. Commercial customers may purchase an RDC compatible scanner (see attachment A for list) or they can order one through the bank by request. Scanners purchased by Independence Bank can be paid upfront at the current market price or over a monthly term. Scanners remain the responsibility of the customer whether they are purchased by the customer or Independence Bank.

Compliance with Law

You agree to use the products and Service(s) for lawful purposes and in compliance with all applicable laws, rules, and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations. You promise to indemnify and hold Independence Bank harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Qualifications

Remote Deposit is available to customers of Independence Bank that meet the following criteria:

- Account must be in good standing.
 - Criteria for good standing:
 - Loans cannot be in delinquency status
 - Customer cannot have any charged off loans
 - Customer cannot have derogatory action placed on an account
 - Customer cannot have excessive NSF history
 - Customer cannot have ever caused the bank to have suffered any loss
 - Must be customer of Independence Bank for 90 days

Eligible Items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Independence Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Ohio.

You agree that you will use the services to deposit any checks or other items as described below:

- Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through our Service(s), there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such a transmitted item.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Service(s) and no party will submit the original check for payment.
- Files and images transmitted to Independence Bank will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Unacceptable Deposits

You agree that you will not use the Services to electronically deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than you unless joint account holders.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Check or items dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through drafts, as defined in Reg CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that have been previously returned or re-deposited items.
- Savings Bonds.
- Checks made payable to cash.
- Personal Money Orders.

Image Quality

The image of an item transmitted to Independence Bank using the Service(s) must be legible. Any image of a check must accurately and legibly provide all the information on the front and back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as:

"For Independence Bank Deposit Only," "For Inde Bank mobile deposit only," or "For IB mobile deposit only." Check must be endorsed with signature.

You agree to follow all other procedures and instructions for use of the Services as Independence Bank may establish.

Receipt of Items

You understand and agree that receipt of an image does not occur until you are notified of receipt of the image via onscreen messaging and/or email notification. We are not responsible for any image that we do not receive. We reserve the right to reject any item transmitted through the Services(s), at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Availability of Funds

In general, any item transmitted, received, and accepted before 3:00 p.m. Eastern Standard Time on a business day will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. A business day is Monday through Friday, excluding Federal holidays. Funds deposited using the Service will be available on the first business day after the deposit day. We reserve the right to place a hold on funds deposited as described in our "Funds Availability Disclosure" given to you when you opened your account with Independence Bank.

Rejection of Deposit

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

Items Returned or NSF

A notice will be returned to you in the event items are returned unpaid. With respect to any item that you transmit for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize Independence Bank to debit the amount of such item from the Account plus the applicable return/NSF fees.

Disposal of Transmitted Item

Upon receipt of a confirmation from Independence Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" and to properly dispose of the item to ensure that it is not represented for payment. You agree to retain checks, or a sufficient copy of the front and back of the items, for a period of 14 days and agree to promptly provide these to Independence Bank if requested in order to aid in the clearing and collection process, resolve claims by third parties with respect to any item, or support Independence Bank audits. After 14 days you agree to destroy the check by shredding it. Destroying the check

prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

In Case of Errors or Questions about your Account

Any remote deposits made through the Services will be reflected in your monthly account statement. You are required to notify Independence Bank of any error relating to images transmitted using the Services by no later than 60 days after production of the monthly periodic statement that includes any transaction alleged as erroneous. You are responsible for any errors that you fail to bring to our attention within such a time period.

In case of error or questions about your deposit accounts or RDA/RDC service, please contact us at (216) 447-1444.

Fees

While there are currently no fees related to the use of the Services, Independence Bank, in its sole discretion, retains the right to administer a fee schedule in the future. Should fees related to this service ever apply, they can be viewed on our fee schedule on our website, www.theindebank.com. Please refer to section, Change of Terms, for advance notification related to the administration of potential future fees.

Change in Terms

Independence Bank reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

Termination of the Services

You may, by written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Independence Bank retains the right, at its sole discretion, to terminate Services based on misuse as outlined within this Disclosure and Agreement.

Enforceability

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Limitation of Liability

You understand and agree that we will not be responsible for any indirect, consequential, punitive, or special damage or damages attributable to your breach of this Disclosure and Agreement.

Warranties

You understand that Independence Bank does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose and non-infringement. Independence Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, including that of third parties or Independence Bank's use of any of them or arising in any way from the installation, use, or maintenance of YOUR personal computer hardware, software, or other equipment.

User Warranties and Indemnification

You warrant to Independence Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.

- You will not transmit duplicate items.
- You will not redeposit or represent the original item.
- All information you provide to Independence Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You agree to indemnify and hold Independence Bank harmless from any loss for breach of this warranty provision.

Relationship to Other Disclosures

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Ohio, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Ohio. The venue for all legal action will be in the court of competent jurisdiction in Cuyahoga County, Ohio.

Waiver

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship

This Disclosure and Agreement does not create and shall not be construed to create any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Accountholder's Indemnification Obligation

You understand and agree to indemnify Independence Bank and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from use of the Services and/or breach of this Disclosure and Agreement. You agree to ensure your mobile device remains securely within your possession until the deposit has been completed or deleted. Independence Bank is not responsible for any deposit information left on your mobile device and/or not transmitted or deleted from your mobile device. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY ACTUAL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF INDEPENDENCE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ATTACHMENT A

System Requirements

Supported Software:

For PCs

- Local administrative rights
- Local user profile
- USB port 2.0 or higher
- Framework 4.6 or higher

For Microsoft Windows:

- Windows 10: Microsoft Edge or Google Chrome
- Windows 11: Microsoft Edge or Google Chrome

For Macs:

- Local administrator credentials
- Local user profile
- USB port 2.0 or higher

For macOS:

- macOS Ventura 13.6.x: Google Chrome
- macOS Sonoma 12.7.x: Google Chrome
- macOS Sequoia 15.0.x: Google Chrome








For iPhone:

- iOS 17.0 or newer

For Android:

- Android 8.0 or newer

Compatible Scanners:

Remote Deposit Complete™/Remote Deposit Scan™ Compatible Hardware Matrix											
jack henry™					Windows	Windows 11	macOS®				
					10 with	with	Sonoma /				
					Microsoft	Microsoft	Ventura /				
					Edge or	Edge or	Monterey with				
					Google	Google	Google				
					Chrome	Chrome	Chrome				
								Remote Deposit	Remote Deposit	Swipe Card	
								Scan™	Complete™		
Model	Single Feed	Batch Feed	Print Option	Factory Warranty							
 TellerScan® TS240 Series	no	yes	rear inkjet	1 year	yes	yes	yes	yes *	yes	no	
	yes	no	front franking	1 year	yes	yes	yes	yes	yes	no	
	yes	no	rear inkjet	1 year	yes	yes	yes	yes *	yes	no	
	<i>TellerScan TS230 Series</i>	no	yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no
 SmartSource® Professional	no	yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
	no	yes	n/a	1 year	yes	yes	no	yes	yes	no	
	yes	no	n/a	2 year	yes	yes	no	yes	yes	no	
	<i>SmartSource Merchant Elite</i>	no	yes	n/a	2 year	yes	yes	no	yes	yes	no
	<i>SmartSource MicroEx</i>	yes	no	n/a	1 year	no	no	no	yes	yes	no
	<i>SmartSource Value</i>	yes	no	rear inkjet	1 year	yes	yes	no	yes *	yes	no
 CaptureOne (TM-S1000) Series	yes	yes	front franking	2 year	yes	yes	no	yes	yes	no	
	yes	yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
	yes	no	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
	yes	yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
 mt:Deal (RNDIS) [2nd Gen]**	yes	no	front franking	1 year	yes	yes	no	yes	yes	no	
	yes	no	front franking	1 year	yes	yes	no	yes	yes	no	
	yes	yes	front franking	6 month	yes	yes	no	yes	yes	no	
	<i>MyVision X™ Series</i>	yes	yes	rear inkjet	6 month	yes	yes	no	yes *	yes	no
	 imageFORMULA CR-L1	no	yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no
no		yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
no		yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
no		yes	rear inkjet	1 year	yes	yes	no	yes *	yes	no	
 EC7000i Series		yes	no	front franking	2 year	yes	yes	no	yes	yes	no
	yes	no	front franking	2 year	yes	yes	no	yes	yes	yes	
 Dynamag	n/a	n/a	n/a	none	yes	yes	no	no	no	yes	
	n/a	n/a	n/a	none	yes	yes	no	no	no	yes	

Note: In the table above, italicized models are legacy products. As legacy products are no longer tested/certified for use with the application, limited support may be provided.

* Print option not compatible with application

** 2nd generation models are denoted by serial number 13XXXXXX