

Online and Mobile Banking Agreement and Disclosure

I. General Description of Agreement

- A. What the Agreement Covers
- B. Review and Acceptance of Agreement
- C. Relation to Other 1st Source Bank Agreements
- D. Compliance with all Laws

II. Description of Online and Mobile Banking Services

- A. Standards and Requirements for Using Online and Mobile Banking
- B. Fees for the Online and Mobile Banking
- C. Termination of Online and Mobile Banking Services
- D. Online and Mobile Banking Services Hours and Availability
- E. Digital Requirements: Communications

III. Security

- A. Security and Passwords
- B. Protecting your Personal Information and Systems
- C. Multi-Factor Authentication
- D. Biometric Login
- E. Commercially Reasonable
- F. Authorization: Accuracy of Information you Provide
- G. E-mail Fraud
- H. Your Liability for Unauthorized Use

IV. Details Regarding Online and Mobile Banking Services

- A. Bill Pay Service
- B. Zelle
- C. Bank to Bank External Fund Transfers
- D. e-Statements
- E. Card Control
- F. Mobile Deposit
- G. Electronic Funds Transfers
- H. Text Banking/Alerts and Notifications
- I. Money Management
- J. Shared Account Access
- K. Purchase Rewards
- L. 1st Source Bank Skill
- M. Quick Balance/SmartWatch App
- N. Stop Pay
- O. Quicken Direct Connect

V. In Case of Errors or Questions about your Electronic Transactions

- A. Error Reporting and Claims – Consumer Customers
- B. Error Reporting and Claims – Business Customers

VI. Account Information Privacy Disclosure

VII. Other Terms and Conditions

- A. Personal Information
- B. Charges and Fees
- C. Changes to Agreement
- D. Bank Records and Data
- E. Bank's Use of Third-Party Service Providers
- F. Disclaimer of Warranties
- G. Exclusion of Damages: General Limitation of Liability
- H. Indemnification

I. General Description of Agreement

This Online and Mobile Banking Agreement and Disclosure (“Agreement”) contains important information. You should read it carefully and print a copy for your records.

In this Agreement, terms such as WE, US, OUR and THE BANK refer to 1st Source Bank. YOU and YOUR refer to the depositor or, where applicable, co-depositors.

A. What the Agreement Covers

This Agreement contains terms and conditions governing your use of the Bank’s online and mobile banking services known as, Online Banking and Mobile Banking as well as your use of specific services available through Online and Mobile Banking. Certain provisions of this Agreement are applicable only to consumers and not to Bank customers who use the Online and/or Mobile Banking services and specific services available through Online and Mobile Banking for business purposes. As used in this Agreement, a “consumer” is any individual, or any individual’s legal representative, who has, or is applying to open, an account that will be used primarily for personal, family, or household purposes, or is applying for a mortgage loan or home equity line of credit, and a “small business” is any business that uses the social security number of its individual owner, principal, sole member, general partner as a taxpayer identification number or an unincorporated benefits (memorial), non-profit, association or club.

Online and Mobile Banking provides access to your deposit account(s), loan account(s) and any other accounts via the Internet, and, for certain services, via a mobile device that allows text messaging or that is equipped with an Internet web browser.

B. Review and Acceptance of Agreement

By using Online and Mobile Banking, you agree to the terms and conditions stated below and all terms, conditions and disclosures provided to you regarding the Online and Mobile Banking services, the specific services available via Online and Mobile Banking, and your account(s). You acknowledge that you are responsible for complying with all terms of this Agreement and the terms governing any deposit account(s), loan account(s) or any other account(s) that you access using Online and Mobile Banking. These terms may be modified by the Bank at our discretion, and such notification will be posted to our website.

C. Relation to Other 1st Source Bank Agreements

Your deposit account(s), loan account(s) or any other accounts accessed through Online and Mobile Banking continue to be governed by any applicable depository, loan, or other agreement you enter or have entered into with the Bank. For definitions and account details, see your Agreement for Deposit – Personal Accounts or Agreement for Deposit – Business Accounts, as applicable. You understand that your acceptance of this Agreement does not alter any terms and conditions of other agreements governing your accounts unless expressly altered herein. In addition, the use of the website is governed by the "Terms of Use" for the 1st Source Bank site.

D. Compliance with all Laws

YOU AGREE NOT TO USE ANY SERVICES MADE AVAILABLE THROUGH ONLINE AND MOBILE BANKING TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF INDIANA OR THE UNITED STATES. You understand that it is your responsibility to use the Online and Mobile Banking service and all services available through Online and Mobile Banking in compliance with all applicable laws, rules and regulations, including, without limitation,

any export controls, including, but not limited to your responsibility to comply with control by the United States of the export of products and information containing encryption technology. You acknowledge and agree that you must comply with such export control laws and you agree not to export or re-export any encryption technology related to or within the Online and Mobile Banking service or any services available through Online and Mobile Banking to countries or persons prohibited under applicable law. By using the Online and Mobile Banking service or any service available through Online and Mobile Banking, you represent that you are not in a country where such export is prohibited. This paragraph shall not be construed to mean, and the Bank hereby disclaims any such representation, that any content or use of the Online and Mobile Banking service or any services available through Online and Mobile Banking is appropriate or available for use in locations outside of the United States. Accessing the Online and Mobile Banking service or any services available through Online and Mobile Banking from locations where its contents or use is illegal is prohibited by the Bank. You understand and acknowledge that if you choose to access Online and Mobile Banking or services available through Online and Mobile Banking from locations outside the United States, you do so at your own risk, and you are responsible for compliance with any applicable local laws.

II. Description of Online and Mobile Banking Services

Online and Mobile Banking services may include:

- i. Reviewing transaction histories and viewing account statements
- ii. Viewing current balance information
- iii. Transferring funds between your 1st Source Bank accounts on either a one-time or recurring basis
- iv. Performing self-service account maintenance such as re-ordering checks, stopping payment on checks, and setting up shared account access

Additional features and new services may be introduced for Online and Mobile Banking from time to time. By using these services when they become available, you agree to be bound by the terms, conditions, and disclosures applicable to these services.

A. Standards and Requirements for Using Online and Mobile Banking

i. Eligibility:

Online and Mobile Banking is offered only to individual residents and small businesses in the United States able to form legally binding contracts under applicable law. Without limiting the foregoing, Online and Mobile Banking is not offered to minors unless the minor is using an account in the name of the minor with a parent or legal guardian as a joint account owner. By using Online and Mobile Banking, you represent that you meet these requirements and that you agree to be bound by this Agreement. No foreign transactions are permitted using Online and Mobile Banking, and you represent and warrant that any bank account you link to any service within Online and Mobile Banking is located in the United States.

ii. Enrollment Process:

The Online and Mobile Banking service requires you to complete the initial enrollment process by providing the information needed to enable Online and Mobile Banking including your legal name and address, as well as your account type and number. You will also create a unique user ID and password used to log into Online and Mobile Banking.

iii. Active User:

We recommend you log into to Online and Mobile Banking at least once every 90 days to remain active. See Section (IV)(D) for special rules for e-Statements. Other services available through Online and Mobile Banking may be terminated if you have not accessed or used Online and Mobile Banking in more than 2 years.

iv. Accounts:

You may request to access via Online and Mobile Banking any account on which you are a signer or owner, including checking, savings, certificate of deposits, and loans. If you desire services that allow you to initiate payments or transfers from the account(s), you will need the required withdrawal authority for the account(s) to be able to complete the transaction. By using Online and Mobile Banking, you agree to maintain one or more accounts with us and to keep sufficient balances in each account to cover any transactions and fees that are ultimately approved by or related to our products and services. If the accounts added to Online and Mobile Banking are jointly held or have multiple agents, you agree that access to the information and all transactions initiated by the use of your username and password are authorized unless we have been notified to cancel the Online and Mobile Banking service.

- a. **Consumer Accounts:** You represent and warrant that you are either the sole owner or a joint owner of the account and, as applicable, any external accounts, and that you have all necessary legal right, power and authority to transfer funds between accounts and, as applicable, any external account. If you are a joint owner of the account, the external account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners.
- b. **Small Business Accounts:** You represent that you are an authorized principal of the small business that owns the account and, as applicable, any external accounts and that you have all necessary legal right, power and authority to act on behalf of the small business to transfer funds between accounts and, as applicable, any external account. You agree, on behalf of yourself and the small business, to notify us by contacting us if your access to or authority over the account changes. We will not be liable for any unauthorized activity prior to notification or until we have had a reasonable opportunity to act.
- c. **Linking of Consumer and Small Business Accounts:** If you use your social security number to enroll in Online and Mobile Banking, your linked accounts may include your consumer accounts as well as small business accounts. Error resolution procedures and other terms and conditions of the services provided through Online and Mobile Banking are different for consumer accounts and small business accounts. Note also that the disclosures made by the

Online and Mobile Banking Agreement and Disclosure

Bank applicable only to your consumer accounts (provided separately or herein) will not be applicable to any of your small business accounts.

- d. **Restrictions on Transfers from your Savings and Money Market Accounts:** Your ability to transfer funds from or between certain of your accounts through Online and Mobile Banking may be limited as more fully described in your Agreement for Deposit. Online and mobile transfers may be subject to the six (6) per calendar month (or statement cycle of at least four weeks) limitations.

B. Fees for Online and Mobile Banking

There is no fee to enroll or view account information within Online and Mobile Banking. No fees will be assessed for using the alert functions, transfer functions between 1st Source accounts, or bill pay services as applicable based on account type. Fees will apply for using the Bank to Bank Transfer services within Online and Mobile Banking. In order to receive alerts via SMS you must (i) have a SMS capable mobile device that is registered on a carrier network and (ii) be enrolled in a data plan that includes SMS capabilities. You acknowledge and agree that standard data plan rates and text messaging rates may apply for each text message sent from and received by your mobile device as determined by your wireless service carrier. You are solely responsible for such charges and any other charges from your wireless service carrier. You should contact your wireless service carrier for complete pricing details.

See the Fee Schedule for Personal Accounts at www.1stsource.com/disclosures for a listing of all Bank fees you may incur.

C. Termination of Online and Mobile Banking Services

You may terminate the use of Online and Mobile Banking via a phone call, chat, e-mail, in writing by mail, or personal delivery to us. See Section V for specific contact information. Online and Mobile Banking is a privilege extended to you, and we reserve the right to terminate the Agreement and/or any of the services available through it, your access to Online and Mobile Banking, or your use of the services available through it for any reason or no reason and at any time without prior notice. You will remain responsible for all transactions initiated via Online and Mobile Banking prior to the cancellation of that service and for any other fees associated with your use of Online and Mobile Banking. If your account is closed or restricted for any reason, Online and Mobile Banking accessibility will automatically terminate.

If we have reason to believe that you have engaged in any prohibited or unauthorized activities or have otherwise breached your obligations under the Agreement or any other terms and conditions applicable to your account, we may: terminate, suspend, or limit your access to or use of Online and Mobile Banking and/or any of its services available through it, notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate, refuse to provide Online and Mobile Banking and/or any of the services available through it to you in the future, and/or take legal action against you. These remedies are cumulative and are in addition to the other rights and remedies available to use under the Agreement, by law or otherwise.

D. Online and Mobile Banking Services Hours and Availability

Except for routine maintenance and upgrades, Online and Mobile Banking is available 24 hours per day, 7 days per week. In order to keep accounts up to date, we must schedule times to take Online Banking, Mobile Banking, or certain applications offline for software upgrades, equipment upgrades, and testing. We intentionally schedule these updates for the times of the day and month when usage is lowest.

Account maintenance takes place every evening beginning at 10:00pm (EST) which may cause Online and Mobile Banking to be intermittently unavailable, transactions to fail, or the funds availability to be incorrect.

In addition, you may be unable to access your account or conduct transactions through Online and Mobile Banking if you are in a location that is blocked or embargoed by the United States of America.

E. Digital Requirements: Communications

i. Internet Capability:

You must be able to access the Internet to complete the Online and Mobile Banking application process. You also must have a mobile device and subscribe to a telecommunications services provider that supports Mobile Banking, and your mobile device must have access to the Internet, and/or offer text messaging. Your password for Mobile Banking will be the same as your password for Online Banking. You agree that access to your account information and all transactions initiated via Mobile Banking using your mobile device and password are authorized unless we have been notified to cancel Mobile Banking.

ii. System Requirements:

It is your responsibility to ensure that your system is compatible with the Online and Mobile Banking service and you acknowledge that you are solely responsible for the cost, operation and security of your system. It is also your responsibility to protect your system against viruses, worms, trojans, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our site or the Online and Mobile Banking services.

iii. Your Contact Information:

It is your sole responsibility and you agree to ensure that the contact information with which you provide us is current and accurate. This includes, but is not limited to, name, physical address, phone number, and e-mail address. Depending on the service, changes may be able to be made within the user interface of the service or by contacting us. We are not responsible for any errors or fees incurred if you do not provide accurate contact information.

iv. Calls and/or E-mail to You:

By providing us with a telephone number (including a landline or wireless/mobile telephone number and/or e-mail address), you consent to receiving telephone calls from us and our service providers at that number and/or e-mails from us and our service providers for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls may include, but are not limited to, live telephone calls, prerecorded voice message calls, text messages, and calls made by an automatic telephone dialing system from us and/or our service providers, affiliates, and agents. You further consent to receiving text messages and/or e-mails from us for marketing purposes in connection with the services and consistent with our Privacy Notice. Please review our Privacy Notice at www.1stsource.com/disclosures for more information.

Note: Some e-mail providers may reject our communications to you. To ensure future delivery of e-mails, please add us to your safe sender list or address book.

v. Online and Mobile Banking Service Limitations:

- a. **Loss of Data:** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Online and Mobile Banking service. These difficulties may result in loss of data, personalization settings, or other service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the service.
- b. **Operational Availability:** Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any wireless device or mobile network which you utilize to access the Mobile Banking service.
- c. **Errors and Delays:** Financial information obtained through the Online and Mobile Banking service (including, without limitation, any text message alerts) reflects the most recent account information available and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through Online Banking may not be available using the Mobile Banking service.
- d. **Non-Supported Carriers and Devices:** The Mobile Banking service may not be available through all mobile service providers and carriers. Some mobile phones and other wireless devices may not be supported in connection with the service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and wireless devices and for ensuring that you satisfy all technical requirements for using the service.

III. Security

A. Security and Passwords

You will be asked to create a unique user ID and password when you register for Online and Mobile Banking. We recommend that you do not use commonly used words, phrases, or dates when creating your password. You are solely responsible for maintaining the confidentiality and security of your user ID, passwords and all other security and access information ("Access Credentials") you use to access Online and Mobile Banking, related services and your accounts whether at the Bank or elsewhere.

You agree to take reasonable precautions to safeguard your Access Credentials. You agree to never leave your computer or mobile device unattended while using Online and Mobile Banking and always exit Online and Mobile Banking by logging out. You agree not to give or make available your Access Credentials to anyone whom you do not authorize to conduct transactions on your account. You acknowledge and agree that if you permit another person or persons to use Online and Mobile Banking (via shared access or otherwise) or give them your Access Credentials you are responsible for any transactions, transfers, payments, or other actions that person takes in connection with respect to your account, even if that person exceeds your authorization.

Your Online and Mobile Banking password is encrypted and is not stored by 1st Source or on your device. 1st Source Bank employees do not have access to your Online and Mobile Banking passwords. 1st Source employees will never ask you to reveal your Access Credentials for any reason.

You agree to immediately notify us at the telephone number provided in Section V below if you become aware of any loss, theft or unauthorized use of any Online and Mobile Banking services. Additionally, Section V explains how the timeliness of your notice can impact your liability for unauthorized transfers under certain circumstances. We reserve the right to deny you access to Online and Mobile Banking and any of its services if we reasonably believe that any loss, theft or unauthorized use of Online and Mobile Banking has occurred.

If you believe your Access Credentials have been lost or stolen, or if you suspect any fraudulent activity on your account, change your Access Credentials immediately and monitor your account until you are able to reach your banking center or Customer Service at the telephone numbers provided in Section V below.

B. Protecting Your Personal Information and Systems

In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, etc. This information by itself or together with other information may allow unauthorized access to your accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your devices. For additional guidance on information security, please visit our website at www.1stsource.com/security.

C. Multi-Factor Authentication (M.F.A.)

Online and Mobile Banking uses multi-factor authentication. After submitting your user ID and password from an unrecognized device, you will be prompted to complete the M.F.A with a one-time passcode that is sent by SMS text message or voice call to the phone number that is registered with Online and Mobile Banking. Completing the M.F.A authenticates that device for future logins and only your Access Credentials will be required on the next login. If your cache/cookies are cleared from your device, you will be required to complete the M.F.A. again. A valid phone number that belongs to you is required for Online and Mobile Banking access. You may update this phone number at any time through your security settings in Online and Mobile Banking.

D. Biometric Login

We may make biometric login available as Access Credentials via Mobile Banking for devices that support such technology. Biometric login technology measures a person's unique physical characteristics (e.g., fingerprint, voice, facial characteristics, etc.) to authenticate and confirm the identity of the person. If you enable biometric login as Access Credentials, you acknowledge and agree that anyone whose biometric profile is saved on your device will be able to access and use Mobile Banking on your device through biometric login. If anyone has a biometric profile saved on your device and you do not want that person to be able to access and use Mobile Banking on your device, then you should not enable biometric login as Access Credentials. We neither control, store, nor have access to the biometric profiles saved on your device. Biometric login can be used in connection with only one Mobile Banking user login at a time on a device.

The security model is based on the assumption that the device's owner trusts all individuals who access the owner's device through biometric logins.

We are not responsible for the performance and functionality of biometric login technology on your device, and we may ask you to login to Mobile Banking using other Access Credentials if biometric login not working properly.

E. Commercially Reasonable

You represent that you have carefully considered the circumstances of your use of Online and Mobile Banking and the services and the transactions and activity that you will effect through Online and Mobile Banking, and you acknowledge and agree that the Access Credentials constitute commercially reasonable security procedures under applicable law for the transactions and activity you intend to effect through Online and Mobile Banking. You further acknowledge and agree that neither the Access Credentials nor any other security procedures that may be used in connection with Online and Mobile Banking or any service available through Online and Mobile Banking are designed to detect error in the transmission or content of communications or instructions made through Online and Mobile Banking and that you bear responsibility for detecting and preventing such error. We may implement out-of-band authentication as a security procedure for certain services. In order to use out-of-band authentication, you may be required to have a compatible telephone (including a mobile phone) and to provide us your telephone number so that we may send authentication challenges to your telephone. If we implement out-of-band authentication for a service and you do not have the telecommunications equipment required for such authentication, or if you do not provide us with information we need in order to send authentication challenges to your telecommunications equipment, we may not allow you to use the service. We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Access Credentials, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in security procedures, but we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed security procedures and/or continued use of Online and Mobile Banking or any of the services available through it after any change in security procedures shall constitute your agreement to the change and your agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended. Subject to the applicable provisions of consumer protection laws and regulations in the case of a consumer account, if we offer or suggest that you use any particular Access Credentials or other commercially reasonable security procedures in connection with Online and Mobile Banking and you refuse to use such Access Credentials or other security procedures and instead use different Access Credentials or security procedures, you agree to be bound by any service transaction, whether authorized or unauthorized, made in your name and accepted by us pursuant to such different Access Credentials or security procedures. In any event, we may not allow you to use Online and Mobile Banking or a service available through it if you do not use Access Credentials or security procedures recommended or required by us with respect to Online and Mobile Banking or such service.

F. Authorization: Accuracy of Information You Provide

By providing information necessary to execute transactions and inquiries through Online and Mobile Banking and otherwise following our procedures for the execution of transactions and inquiries, you authorize us to perform those transactions and inquiries. To the fullest extent allowed by law (and subject to the applicable provisions of consumer protection laws and regulations in the case of a consumer account), you agree to be bound by (i) any and all transactions and activity conducted through Online and Mobile Banking using your Access Credentials, whether authorized or unauthorized and not withstanding any dual or multiple signature requirement identified on the signature card, organizational resolutions, or other documents relating to your accounts, and (ii) any and all transactions and activity conducted through Online and Mobile Banking that are otherwise actually authorized, confirmed or ratified by you, or with respect to which you receive benefit, or that are binding on you under the law of agency. Our records demonstrating use of your Access Credentials and other applicable security procedures in connection with any service transaction or activity will be deemed conclusive proof that the transaction or activity was authorized and that you are bound by thereby. You agree and intend that the authorization of

transactions through Online and Mobile Banking shall be considered the same as your binding written signature in authorizing us to perform any action relating to the transaction or activity requested. You authorize us to make adjustments to your service accounts, by debits or credits, as necessary to correct errors in service transactions. You acknowledge and agree that any co-owner of any service account individually may (i) activate any applicable service with respect to the service account, (ii) consent and agree to the terms and conditions for any such service, and/or (iii) terminate any such service, and you further acknowledge and agree that any such action will be binding upon all owners of the service account. You warrant and represent that any and all information and data that you provide to us with regard to your enrollment in and/or use of Online and Mobile Banking and the services available through it are accurate, complete, and without error, and you agree that we may rely thereon without verification in the performance of our duties and responsibilities under this Agreement and in the execution of service transactions and activity.

G. E-mail Fraud

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing”). You acknowledge that we will never contact you by e-mail in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should take a screenshot of any suspected fraudulent or suspicious e-mail and send it to 1stsource@1stsource.com or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, e-mail, or Internet fraud, subject to the requirements of applicable law.

H. Your Liability for Unauthorized Use

You agree to notify 1st Source Bank IMMEDIATELY of any loss, theft, or unauthorized use of your Access Credentials, user ID, or any other breach of security. You understand and acknowledge that the best way to minimize your loss is to call the Bank promptly. You also understand and acknowledge that the unauthorized use of your Access Credentials could cause you to lose all of the money in your accounts, plus any amount available under your overdraft protection, if you do not notify the Bank in a timely manner.

You agree not to give or make available your Access Credentials or user ID to anyone whom you do not authorize to conduct transactions on your account. You are responsible for all activity through your account using Online and Mobile Banking.

Online and Mobile Banking is for authorized users only, and is subject to monitoring to ensure proper functioning, to protect against improper or unauthorized use or access, to verify the presence or performance of applicable security features, and for similar purposes. This monitoring may result in the acquisition, recording, and analysis of all data (other than Access Credentials) being communicated, transmitted, processed, or stored in Online and Mobile Banking in connection with a customer’s account. If monitoring reveals possible evidence of criminal activity, this evidence may be provided to law enforcement personnel.

You understand and agree that each joint account holder is jointly and independently responsible for all Online and Mobile Banking transactions and actions that affect your account.

If you have selected optional Mobile Banking services, you understand that you are solely responsible for notifying the Bank immediately in the event that your mobile device associated with the telephone number provided to the Bank to register for Mobile Banking services is lost, stolen, changed, or destroyed. **You understand that with regard to SMS text messages, your failure to promptly notify the Bank may result in your failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. You understand and agree that the Bank is not responsible for any costs, expenses, liabilities or damages you incur because an SMS text message fails to reach you or is intercepted by an unauthorized or other third party. The Bank is not responsible for any SMS text messaging fees you incur.**

YOU UNDERSTAND AND AGREE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, THE BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY E-MAIL COMMUNICATION THAT YOU WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO YOUR MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY E-MAIL COMMUNICATION THAT YOU ACCESS VIA A WEB BROWSER ON YOUR MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL, UNINTENTIONAL, OR NEGLIGENT DISCLOSURE BY YOU TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY E-MAIL COMMUNICATION YOU ACCESS VIA THE WEB BROWSER ON YOUR MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO YOUR MOBILE DEVICE; OR (iv) YOUR USE OR RELIANCE ON THE CONTENTS OF ANY SUCH E-MAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

IV. Details Regarding Online and Mobile Banking Services

A. Bill Pay Service

i. Description of the Service

Online and Mobile Banking Bill Pay ("Bill Pay) enables consumer clients to set up recurring payments, make one-time payments and, track payments to individual payees.

ii. Eligibility

In order to qualify for the Bill Pay service, you must: be at least 18 years of age, have an active consumer checking account with the Bank, and have a valid Social Security Number or Individual Taxpayer Identification Number. After your application is approved and processed, you may begin using Bill Pay.

iii. Fees

Consumer accounts receive unlimited use of Bill Pay at no cost. Small business accounts are not eligible for the Bill Pay Service at this time.

As a Bill Pay user, you understand and agree that the Bill Pay Service is offered through the Bank as a benefit to its customers. You further understand and agree that the service is provided by an independent third-party processor, FIS, which is not an affiliate, a joint venture, or partner of the Bank.

iv. Terms and Conditions Specific to this Service

- a. **Bill Pay Limitations:** The default daily aggregate limit for Bill Pay transactions is \$19,999.99. Individual Bill Pay transactions may not exceed \$9,999.99 per transaction. The default daily aggregate limit with introductory limits for Bill Pay transactions is \$2,999.99. Bill payments may not exceed \$1,999.99 per transaction for introductory limits. Transactions submitted that exceed any of these limits will not be processed. We reserve the right to adjust the limits for Bill Pay transactions.

If a non-sufficient funds (NSF) condition exists, the debit will be returned via banking channels, and this will prompt the system to lock the bill payment service, preventing access until the NSF condition is resolved. Any future dated recurring payments scheduled for release during the time the account is locked will not be sent and must be rescheduled once the lock is removed. NSF fee applies.

Bill payments are processed by the bill payment processor on all business days excluding Saturdays, Sundays, and Federal Reserve Board recognized holidays. In cases where a payment is scheduled on a Saturday or Sunday (this can potentially happen on a recurring payment), the payment is processed on the following business day (Monday, if not a federal public holiday). If you happen to set up the payment on a Saturday or Sunday, the bill payment will be processed on the next banking business day. Note that weekly recurring payments may not be scheduled on Saturdays or Sundays.

There must be activity in your account at least once every two years to keep your account active. If you do not access Bill Pay during this time frame, your account will be deactivated, and you will lose account and Bill Pay history. In the event your account is deactivated, you will need to register as a new user. Bill Pay is also deactivated when all accounts are closed, if the service is used fraudulently, or if the owner of the Online and Mobile Banking profile is deceased.

- b. **Bill Pay Liability:** You will be responsible for any Bill Pay request you make that contains an error or is a duplicate of another bill payment. The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. We reserve the right to refuse payment to any payee to which you may direct a payment.

Account holders who give their Online and Mobile Banking Access Credentials to someone else are responsible for all liability regarding payments made through this service. Account holders that authorize a shared user through the shared access service are responsible for all liability regarding payments made through this Bill Pay service. For more information on the Shared Access service see Section IV(E).

B. Zelle

- i. Description of Service

Zelle is a peer-to-peer payment service that allows consumers to send, request, and receive money between people you trust. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind.

The service enables you: (1) to initiate a payment to a person with an account at a U.S. financial institution; and/or (2) to receive a payment from another person into your account in U.S. dollars. All of your payments sent or received through the service are subject to the terms of this Agreement, the Zelle and Other Payment Services Terms Agreement, and applicable laws and regulations.

THE ZELLE PAYMENT SERVICE IS AVAILABLE ONLY TO CONSUMERS, AND NOT TO CUSTOMERS OF THE BANK WHOSE ACCOUNTS ARE USED FOR BUSINESS PURPOSES.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

ii. Eligibility

The Zelle service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, Zelle services are not offered to minors. Small business accounts are not eligible for the Zelle service at this time. By using the services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

iii. Fees

At this time, fees will not be charged for the use of this service. However, fees associated with your account will continue to apply, including, for example, non-sufficient funds, stop-pay, and overdraft charges. We reserve the right to assess fees in connection with the services in the future. If we do assess fees, we will give you reasonable notice as required by law and will deduct any applicable fees from your account.

iv. Terms and Conditions Specific to this Service:

Subject to our obligations under applicable laws and regulations, neither the Bank nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of ours or Zelle, to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the service. NEITHER WE NOR ZELLE OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICES (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER TO WHOM YOU SEND MONEY, OR FROM WHOM YOU RECEIVE OR REQUEST MONEY, USING THE SERVICES.

C. Bank to Bank External Fund Transfers

i. Description of the Service

You may access Bank to Bank Transfers within Online Banking to transfer funds between your accounts with the Bank and your accounts at another financial institution. This service is currently only available for consumer accounts.

We may from time to time make available additional or new features to the service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.

ii. **Eligibility**

Not all types of accounts are eligible for the Bank to Bank Transfer Service. Check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

iii. **Fees**

When receiving money into your 1st Source Account:

- Standard Delivery – 3 Business Days – Free
- Next Day Delivery – 1 Business Day - \$0.95

When sending money from your 1st Source Account:

- Standard Delivery – 3 Business Days - \$0.95
- Next Day Delivery – 1 Business Day - \$2.95

iv. **Terms and Conditions Specific to this Service**

We reserve the right to decline to effect any funds transfer, follow funds transfer instructions or orders, and carry out change or cancellation requests.

D. e-Statements

i. Description of the Service

You have the option to enroll in the e-Statements service to view your current and past account statements through Online and Mobile Banking.

ii. Eligibility

You can view account statements within Online and Mobile Banking by enrolling, or opting-in to, e-Statements. Once opted in, the Bank will convert your account statement to a .pdf format available for viewing. Accordingly, the Bank will discontinue sending your account statement by U.S. Mail.

iii. Fees

You will not be charged for the electronic availability of your account statement. However, the Bank reserves the right to charge you a fee if you request 1st Source Bank to mail or otherwise provide you with a paper copy of any account statement that already has been provided to you electronically or by U.S. Mail.

iv. Terms and Conditions Specific to this Service

- a. **Account Statements and Transaction Details:** In Online and Mobile Banking, your account statements for your eligible accounts are available on the “e-Statements” page. For deposit accounts, we report your transactions on the monthly or periodic statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

The Bank will deliver the e-Statements through your Online and Mobile Banking account. Your e-Statement will be available for your viewing, downloading, or printing for a period up to twenty-four (24) months from the date that any such statement is made available to you. 1st Source Bank will send an e-mail to you at the e-mail address that is on file for you each time an e-Statement is made available online. You are responsible for viewing your e-Statement in a timely manner to comply with any payment due dates, error resolution requirements and time periods, or with any other terms and conditions of your accounts. You agree to contact the Bank immediately to report any irregularities in the service.

- b. **Managing Your Paperless Delivery Settings:** You can manage your e-Statement paperless delivery settings on the “e-Statements” page within Online and Mobile Banking under “Online Statement Settings.” Once you have opted-in to e-Statements, you are able to revert to paper statements under the manage paperless settings dropdown box. Your ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time.
- c. **Cancellation Due to Non-Use:** The Bank may cancel access to e-Statements for non-use. If you have not logged on to your Online and Mobile Banking for a period of 90 days, you will be notified by e-mail that your access will be cancelled if you do not access your account and download a statement within the next 30 days. The Bank may also cancel your access after e-mails to you regarding availability of e-Statements are returned to us as undeliverable, invalid, or inactive.

E. Card Control

i. Description of the Service

The Card Control service is designed to allow you to temporarily or permanently disable your Resource Plus® debit card in the event it is misplaced, lost, or stolen. Card Control may also be used to send transaction alerts via SMS (text message), e-mail or push notifications. Card Control is available in Online and Mobile Banking. Card Control does not allow for the cancellation or discontinuance of authorized or pre-authorized debit card transactions or of usage of the Resource Plus® debit card at ATM machines. It is not intended as a method for stopping payment on authorized or pre-authorized

transactions. Should you wish to discontinue authorized or pre-authorized debit card transactions or use at ATM machines, or to stop payment on authorized or pre-authorized transactions, contact the Customer Service Center at (574) 235-2000 or (800) 513-2360.

ii. Eligibility

Card Control is only available to customers who own a Resource Plus® debit card and who qualify for and use Online and Mobile Banking services. However, we reserve the right to terminate your participation at any time and for any reason.

iii. Fees

At this time, fees will not be charged for the use of this service. We reserve the right to assess fees in connection with the services in the future. If we do assess fees, we will give you reasonable notice as required by law and will deduct any applicable fees from your account.

iv. Terms and Conditions Specific to this Service

- a. **Transactions Alerts:** The alerts and controls you set through use of Card Control may continue to apply, even if you delete the mobile application or discontinue logging into Online and Mobile Banking. Please contact us to discontinue the alerts and controls.

THE TRANSACTION ALERTS THAT ARE PROVIDED TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE, OR REPLACE ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR RESOURCE PLUS® DEBIT CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT. YOU SHOULD CONTINUE TO REVIEW AND MONITOR THAT NOTICE, INFORMATION, AS WELL AS YOUR PERIODIC STATEMENT AS AND WHEN RECEIVED.

F. Mobile Deposit

i. Description of the Service

The mobile deposit service is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by taking a picture of the original checks and delivering the digital images and associated deposit information ("images") to the Bank or our processor using your mobile device.

ii. Eligibility

You must have a 1st Source Bank consumer checking or savings account or a business value checking or business saving product type, and you must be registered for Online and Mobile Banking. At the time of enrollment, your account(s) must have with no more than 10 overdrafts and no more than two (2) returned checks in the past six (6) months, and with no other restrictions on the account(s).

iii. Fees

Mobile deposit is provided at no additional charge for eligible consumer customers. However, your mobile provider may charge for airtime, roaming, data usage, text messages and minutes. Check with your mobile service provider for details on specific fees and charges that may apply. Eligible small business accounts are charged \$1 per deposited item.

iv. Terms and Conditions Specific to this Service

- a. **Limits:** We may establish limits on the dollar amount and/or number of items or deposits from time to time based on your checking or savings account product type. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, that deposit will still be subject to this Agreement, and the Bank is not be obligated to allow such a deposit in excess of these limits at other times. You may make deposits in excess of these limits at any 1st Source Bank banking center or ATM.
- b. **Eligible Items:** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand). You agree that you will not use mobile deposit to deposit:
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you)
 - Checks payable to you and another party who is not a joint owner on the account
 - Checks that contain evidence of alteration, or that 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 is drawn
 - Checks that have previously been deposited
 - Checks with improper endorsement
- c. **Requirements:** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be in the 1½ inch endorsement area on the back of the check, although we may accept endorsements outside this space. The endorsement area is usually marked by lines or may be in a different shade from the rest of the back of the check. Payee or customer information must not be on any other part of the back of the check. Add the restrictive endorsement "For Mobile Deposit Only at 1st Source Bank" below your signature within the endorsement box. An irregular endorsement or other markings by you will be your responsibility. If your mobile deposit is improperly endorsed, it may be rejected.

A check payable to two payees must be endorsed by both payees. If the check is payable to you **or** your joint owner, either of you can endorse it. If the check is made payable to you **and** your joint owner, both of you must endorse the check.

- d. **Funds Availability Policy:** The Bank's Funds Availability Policy for consumer customers is included in the Agreement for Deposit – Personal Accounts. The Funds Availability Policy for small business customers is included in the Agreement for Deposit - Business Accounts.
- e. **Compliance with Law:** You agree to use mobile deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations.
- f. **Change in Terms:** We may change the terms and conditions of this Agreement at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

Further, we reserve the right, in our sole discretion, to change, modify, add, or remove terms and features from the Online and Mobile Banking service and any service made available through Online and Mobile Banking at any time. Your continued use of the Online and Mobile Banking service and any service made available through Online and Mobile Banking following any change will indicate your acceptance of any such changes to the service.

G. Electronic Funds Transfers

- i. Business Days

For electronic funds transfers (EFTs) and funds availability purposes, our business days are Monday through Friday, except for federal public holidays. We may close for federal public holidays, either on the date of the holiday or near the date of the holiday, or for reasons beyond the Bank's control.

- ii. EFTs Generally

An electronic funds transfer (EFT) is the electronic transfer of money over an online network. You understand all EFTs must originate from an account on which you are a current signer. The Bank reserves the right to refuse the acceptance of any particular transfer for any reason.

- iii. Limits

Unless otherwise provided in any other agreements you may have with the Bank, the maximum dollar limit for all EFTs within a 24-hour period is equal to the available balance in any deposit account(s) or may be another maximum amount set by the Bank and communicated to you. If your deposit account does not have sufficient funds to complete an EFT, the Bank may refuse to conduct the EFT. If the Bank does complete the EFT, you are responsible for any overdrafts or fees that are generated.

- iv. Scheduling EFTs

You understand that instructions for scheduling transfers are located in Online and Mobile Banking. The first payment of a recurring EFT conducted through Online and Mobile Banking must be scheduled for a date that is a valid date for that month. EFT scheduled starting today will begin on the next scheduled date.

- v. Cancelling Your EFTs

You understand that you cannot cancel an immediate EFT from your deposit account(s) after it has been entered into Online and Mobile Banking and the information has been transmitted to the Bank. In order to cancel future-dated payments, you must log into Online and Mobile Banking services and

follow the directions provided for cancelling EFTs. Although the easiest and most convenient way to cancel an EFT is by logging into Online and Mobile Banking, you may request to cancel a future-dated EFT by calling (574) 235-2000, toll free at (800) 513-2360, or writing to 1st Source Bank at Customer Accounting, P.O. Box 1602, South Bend, Indiana, 46634. The Bank is not liable for delays in mailing. The Bank must receive a cancellation request via telephone or in writing at least three (3) Business Days before the EFT is scheduled. If you do not provide required notice of cancellation, the Bank will not be liable for any losses or damages incurred by you if the EFT is not cancelled. The Bank is not responsible for any EFTs made before it has a reasonable opportunity to act on your cancellation notice.

vi. Bank's Liability for Failure to Complete a Transaction

If the Bank does not complete an EFT on time, or in the correct amount according to your instructions, the Bank may be liable for your losses or damages up to the amount of the EFT. Except as otherwise expressly provided for, the Bank is not liable to you for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind. However, there are some exceptions to the Bank's liability. The Bank will not be liable, if:

- a. Through no fault of the Bank, there are not sufficient funds in the deposit account to make the EFT, or the account has been closed.
- b. Through no fault of the Bank, the EFT would go over the credit limit or available amount on any applicable overdraft line for your deposit account(s).
- c. You have not properly followed the scheduling instructions and requirements for making an EFT according to this Agreement.
- d. Circumstances beyond the Bank's control prevented the EFT, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, terrorism, pandemics or other world health crises, and natural disasters.
- e. The Bank has placed a "hold" on any funds in your deposit account(s) in accordance with the Bank's rights under applicable laws or any other agreements between the Bank and you.
- f. The Bank has received incomplete or inaccurate information from you or a third party involving the EFT.
- g. A court order, such as a garnishment or other legal process, prevents the Bank from making an EFT.
- h. The Bank has a reasonable basis for believing that unauthorized use of your user ID, password, or deposit account(s) has occurred or may be occurring.
- i. You default under this Agreement, the Agreement for Deposit, a credit agreement, or any other agreement with the Bank.
- j. The Bank or you terminate this Agreement.
- k. There may be other exceptions, in addition to those listed above, stated in any of the Bank's other agreements with you, or as permitted by law.

If any of the above circumstances occur, the Bank will assist you if requested with reasonable efforts in taking appropriate corrective action to reprocess an EFT that may not have been completed, or to correct any incorrect EFT that has been processed.

vii. Transaction Limitations

- a. **Foreign Payments:** Unless otherwise permitted in connection with the service you are using, you agree that you will not use the service to make any remittance of funds to a person or entity located outside of the United States or its territories.
- b. **IATs:** You agree that you will not use the service to execute transactions that must be classified as international automated clearing house transactions (IATs) under the rules of the National Automated Clearing House Association (NACHA). An IAT is defined generally as a payment that has been funded internationally or is being sent to another country and a part of the transaction will be processed via the automated clearing house network. The automated clearing house network is frequently used in processing of certain transactions, including payment transactions through the Bill Pay service. You agree not to use the service to initiate or participate in an IAT. It is your responsibility to determine whether any transaction you intend to initiate would be an IAT and to comply with your obligation not to use the service in connection with such a transaction. More information about IATs and NACHA's rules for IATs is available at <http://www.nacha.org>.
- c. **Foreign Currency:** Unless otherwise permitted in connection with the service you are using, you may not make a payment in any currency other than U.S. dollars.
- d. **Security Limitations:** For security reasons, we may from time to time impose or modify limits or restrictions on the number, frequency, and dollar amount or types of transfers or transactions that you can make using the service. You agree to abide and be bound by all such limitations and restrictions imposed from time to time by us, and you acknowledge and agree that such limitations and restrictions are solely for the protection of our systems and assets. We will endeavor to provide you with reasonable notice of limitations and restrictions that affect your use of the services, but we may not provide you with notice if we believe that the confidentiality of such matters is important for the security of our systems and assets. We may refuse to process any service transaction that we believe is fraudulent or puts our systems or assets at undue risk.
- e. **Payments for Third Parties:** You agree that you will not use the service to make any remittance of funds on behalf of a third party.
- f. **Other Limitations:** Additional service limitations and restrictions may be described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. Applicable service instructional materials also may provide additional information regarding limitations and restrictions. You agree to abide and be bound by all applicable limitations. We reserve the right to limit, in our discretion, the use of any service by minors, subject to the requirements of applicable law.

H. Text Banking/Alerts and Notifications

Account alerts and notifications (hereafter referred to as "alerts") inform you via text, push notification or e-mail about balances, transfers, payments and other transactions. You can choose and customize the account alerts you want to receive for 1st Source Bank checking and savings accounts and ATM/debit cards.

Text (SMS) alerts require an initial registration process within Online and Mobile Banking. Your use of the alerts constitutes your agreement to the terms and conditions within this Agreement. You agree that your usage of our

text alerts is conditioned on you providing us with a valid mobile phone number and indicates your agreement to our sending you text messages through your wireless provider.

We may send any 1st Source Bank text message through your communication service provider in order to deliver it to you. You agree that your communication services provider is acting as your agent in this capacity.

You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. From time to time, we may amend these terms and modify or cancel the alert services we offer without notice, except as may be required by law.

1st Source Bank alerts are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.

Receipt of account information through text alerts may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about text alerts creates any new or different liability for us beyond what is already applicable under your existing account agreements. There is no separate service fee for this service, but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your wireless service provider. Standard message charges may apply. Such charges may include those from your wireless service provider. Message frequency depends on user preferences.

Cancel text alerts at any time by texting "Stop" to '454545'.

I. Money Management

i. Description of the Service

The Money Management service employs digital money management software technology to enable customers to access and manage their finances, including both 1st Source accounts and outside accounts at other third-party financial institutions.

Money Management features include:

- a. **Transaction Management Capability:** Customers can view posted account activity.
- b. **Reporting:** Customers can track their spending habits through reporting that categorizes their expenses.
- c. **Data Aggregation:** Customers may add and view supported accounts held at other third-party financial institutions that are supported.

- d. **Access to Stored Data:** Customers can access a minimum of eighteen (18) months of stored transactions, assuming that length of transaction history is available by the Financial Institution being aggregated. New accounts being added will start with approximately ninety (90) days of stored transactions depending on what is available by the Financial Institution being aggregated.
- e. **Balance Calculation:** Customers can calculate their balance by manually inputting future debits that have not been processed by their financial institution alongside cleared transactions.

ii. Eligibility

Money Management is only available to customers who qualify for and use Online and Mobile Banking services. However, we reserve the right to terminate your participation at any time and for any reason.

iii. Fees

At this time, fees will not be charged for the use of this service. We reserve the right to assess fees in connection with the services in the future. If we do assess fees, we will give you reasonable notice as required by law and will deduct any applicable fees from your account.

iv. Terms and Conditions Specific to this Service

- a. **Aggregated Data:** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties, except as otherwise permitted by this Agreement. Notwithstanding any other provision of this Agreement, use of data collected through your use of the services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.
- b. **Disclaimer:** Money Management is not intended to provide legal, tax, or financial advice. The service, or certain portions and/or functionalities thereof, is provided as strictly educational in nature and is provided with the understanding that neither the Bank nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. The Bank and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or

indirectly, of the use and application of any of the content on this site. Further, the Bank and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of services or any materials or information accessible through it. Past performance does not guarantee future results. The Bank and its third-party providers do not warrant that the service complies with the requirements of FINRA or those of any other organization anywhere in the world.

J. Shared Account Access

As the authenticated primary user of Online and Mobile Banking, you have the ability to entitle another person or persons (“shared users”) to access your account using Online and Mobile Banking and with certain authorities with respect to your accounts (“shared access”). Shared access includes view-only access, making transfers between designated accounts, and initiating payments from designated accounts. You have sole authority and control in sharing access with, managing, and disabling subusers and/or their respective authority. You authorize us to act on transaction instructions initiated under the Access Credentials of an authenticated shared user, just as if it were initiated under your Access Credentials. When granting shared access, you assume total liability for any and all activities of a shared user with respect to your accounts, and you agree to hold us harmless in any claim you make against a shared user for breach of your agreement with said shared user pursuant to shared access.

K. Purchase Rewards

If you decide you wish to participate in the purchase rewards offers service, you acknowledge and agree to the following terms and conditions of service.

i. Purchase Rewards Offers.

You will earn rewards for your participation in the Purchase Rewards service program based on total purchases. If you participate in the Purchase Rewards, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards user disbursements is August 30, the applicable measurement period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards deposit account which is associated with the Purchase Rewards service program.

ii. Purchase Rewards Offers Account

You must use the 1st Source Resource Plus® Debit Card associated your deposit account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates, or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the Resource Plus® Debit Card associated with the account that received the purchase rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's web site or our system. Please contact Customer Service at (574) 235-2000 or (800) 513-2360 if you believe you have made a qualifying purchase for which you did not receive rewards.

Note: you will not earn rewards as part of this service if you use a debit card not issued by us or do not have the associated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- a. Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the debit rewards offers program.
- b. The rewards information that we provide to you, which is provided "as is" and "as available".
- c. (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers, terrorism, acts of God, strikes, or other labor problems.

Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

L. 1st Source Bank Skill

You can use an Amazon Alexa-enabled device to securely and easily access information about your checking, savings, and loan account balances and recent transactions with the 1st Source Bank Skill.

The 1st Source Bank Skill service allows you to use your Alexa-enabled device to communicate with the Bank, by voice, regarding your account(s). Your voice is only used to activate Alexa's features and is not used to authenticate the account, a PIN number you create is required to access your account information.

Any communication to the Bank via Alexa will be treated as a communication authorized by you, and any communication from us via Alexa in response to a request received from your Alexa-enabled device will be treated as a communication to you. It is also possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the Skill service. Consult your agreements with Amazon to learn more about how Amazon and your Alexa-enabled device treat those interactions.

Once you set up your Alexa device with the 1st Source Bank Skill, you are authorizing the Bank to provide information to the device based on the device's security settings. The settings on your device may allow the device to retrieve information about your account(s) based on verbal requests from anyone who uses your device and has knowledge of your PIN. By enabling the 1st Source Bank Skill on your Alexa-enabled device, you are responsible for how the Skill is used including any communication to or from the Bank from your device.

By accepting this Agreement, you understand and agree that we are not responsible for inaccuracies in your interactions with the Skill service. If you have any issues or doubts about the accuracy of your interactions with us via the Skill service, you can still get your account details using Online and Mobile Banking, by visiting 1stsource.com, by calling the automated phone system at (800) 235-2557, by calling Customer Service at (574) 235-2000, or by visiting any 1st Source Banking Center.

To access the Bank via the Skill service, you must (1) have an active account, (2) be enrolled in our Online and Mobile Banking with your account, (3) have an Alexa-enabled device, an Internet connection, and an Amazon account.

Your interactions with the Bank via the Skill are subject to 1st Source Bank's Privacy Notice. By installing and using the Skill service, you are authorizing us to perform the actions and/or share with Amazon the information communicated to the Bank or requested from the Bank. We will send that information through Amazon, which will go through the Internet.

We may change, suspend, or discontinue the Skill service, or any part of it, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on our website at 1stsource.com/disclosures. Your continued use of the Skill service after the effective date of the revised Agreement constitutes acceptance of the terms.

The Bank may or may not provide technical and other support for the Skill service. If such support is provided, it will be provided in addition to any normal support.

M. Quick Balance/SmartWatch App

The Quick Balance service allows you to see a snapshot of your account balances and last five (5) transactions without logging in on your smartwatch, mobile phone, or tablet.

First, log into the 1st Source Bank mobile application with your Access Credentials (along with any multi-factor authentication challenge that may occur on the device) in order to give permission to view accounts outside of the mobile application login. After that association has been made, only low risk activities are made available at this time (i.e., you can only view balances without making transfers). You need to login at least once every 30 days for Quick Balance to remain active. If it has been more than 30 days since your last login, you will see a message to log in to view your balances.

N. Stop Pay

The Stop Pay service gives you the ability to place stop payments on paper checks that you have written. A Stop Pay fee applies, see Fee Schedule for Personal Accounts for a consumer Stop Pay and Fee Schedule for Business Accounts for a small business Stop Pay. This service cannot be used to stop pre-authorized, automatic debits, payments sent through our Bill Pay service or any other type of debit to your account.

O. Quicken Direct Connect

Connectivity for Quicken Direct Connect is available for managing finances with Quicken products. Supported features include the ability to download transactions, update account balances, pay bills, and transfer money between accounts within Quicken products. The service also includes a transaction-matching algorithm to prevent the download of duplicate transactions.

Note: Quicken products must be purchased separately. Web Connect and other connections to Quicken are not supported by Online and Mobile Banking. QuickBooks is not supported the Online and Mobile Banking service.

V. In Case of Errors or Questions

If you require assistance with Online and Mobile Banking, contact Customer Service at the options below or your local branch.

In cases of errors or questions concerning transactions completed with Online and Mobile Banking, do one of the following, as soon as possible:

Call Customer Service: at (574) 235-2000 or (800) 513-2360 available Monday - Friday: 8:00 a.m. - 8:00 p.m. ET or Saturday: 9:00 a.m. - 1:00 p.m. ET;

Live Chat: available on 1stsource.com Monday - Friday 8:00 a.m. – 5:00 p.m. ET;

E-mail: 1stsource@1stsource.com do not include any confidential information, e-mail is not a form of secure communication; or,

Mail: 1st Source Bank Branch Administration
 PO Box 1602
 South Bend, IN 46634

A. Error Reporting and Claims – Consumer Customers

THIS SECTION (“ERROR REPORTING AND CLAIMS – CONSUMER ACCOUNTS”) APPLIES ONLY TO CONSUMERS, AND NOT TO COMMERCIAL CUSTOMERS OF THE BANK WHOSE ACCOUNTS ARE USED FOR BUSINESS PURPOSES.

Contact us IMMEDIATELY if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online and Mobile Banking Access Credentials
- Someone has transferred or may transfer money from your account without your permission

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared (or 90 days if the problem or error relates to a transfer from an account maintained at another financial institution).

If you tell us verbally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) business days (Online and Mobile Banking customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the payee if the transaction in question is a payment
- The transaction number assigned by Online and Mobile Banking, if available
- A description of the transaction about which you are unsure

Explain as clearly as you can why you believe there is an error or why you need more information.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after we complete our investigation. If we conclude there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

i. Limitation of Consumer Liability for Online and Mobile Banking Transactions

Tell us at once if you believe your Online and Mobile Banking Access Credentials have been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online and Mobile Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified 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.

If you give your Access Credentials and grant authority to make transfers to a person who exceeds the authority given, you are responsible for all transactions that person performs unless you notify us that the transfers by that person are no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and do not apply to small business accounts. Our liability policy regarding unauthorized Online and Mobile Banking transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

ii. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Online and Mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the payee
- If there may be other exceptions not specifically mentioned

B. Error Reporting and Claims – Small Business Customers

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of sixty (60) days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within sixty (60) days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us any errors or problems within thirty (30) days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing within nine (9) business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

You may ask for copies of the documents that we used in our investigation by calling us at (574) 235-2573 or (800) 513-2360, or writing us at:

1st Source Bank Branch Administration
PO Box 1602
South Bend, IN 46634

VI. Account Information Privacy Notice

You understand that the Bank will disclose information to third parties about your deposit account(s) and the authorized EFTs:

- When necessary to verify or complete EFTs or to resolve a problem related to an EFT
- To verify the existence and the condition of your deposit account for a third party, such as a credit bureau or merchant
- To comply with any government agency or court order
- At the Bank's discretion, to any subsidiary or affiliate

- If you give the Bank your written permission
- As otherwise permitted in the Bank's Personal or Business Agreement for Deposit, by law, or as required by government regulations.

VII. Other Terms and Conditions

A. Personal Information

You acknowledge and agree that the Bank, in its sole discretion, may record any and all information, instructions, or transactions relayed from your computer or mobile device(s) to the Bank or through intermediaries and to the mobile device(s) from the Bank and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

You acknowledge that in connection with your use of 1st Source Bank Online and Mobile Banking, the Bank and its affiliates and service providers may receive and share names, domain names, addresses, passwords, phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Bank's Online and Mobile Banking services or software (collectively "User Information").

The Bank, and its affiliates and service providers, will maintain reasonable safeguards to protect user information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary and as otherwise permitted by law, including to comply with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. You agree not to use the Bank's Online and Mobile Banking services in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You further agree that your use of the services will be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including U.S. Export Administration Regulations.

Any transmission to the Bank's Online and Mobile Banking services shall be deemed and remain the property of the Bank. Do not use e-mail to send the Bank communications which contain confidential information or require immediate attention.

B. Charges and Fees

There are no fees for accessing your accounts via the Online and Mobile Banking service.

Payments or transfers made through Online and Mobile Banking from a savings or money market account may result in an excess transaction fee (Refer to the applicable consumer or business Agreement for Deposit or Fee Schedule for details).

Additional fees may be assessed for added self-service features available through Online and Mobile Banking, such as certain stop payment requests, ordering new checks, obtaining account statement copies or any additional services for which Bank chooses to offer to you for a fee.

An NSF or overdraft fee may also apply if you schedule payments or transfers from one of your accounts and your available balance is not sufficient to process the transaction on the date scheduled.

You understand and agree that the Bank may charge additional fees for use of Online and Mobile Banking, and that you may be subject to any other applicable fees related to any transaction as set forth in any applicable

agreement. Bank will automatically deduct fees related to the transactions on either the account statement date for the account for which Online and Mobile Banking services are provided, or on the date the Online and Mobile Banking service is actually provided. If the Bank decides to change the fees it charges in connection with Online and Mobile Banking services, Bank will notify you at least thirty (30) days prior to the effective date of the change, and a notification to you at your primary e-mail address is acceptable notification.

C. Changes to Agreement

The Bank reserves the right to change the Agreement at any time, and that the Bank will mail by regular U.S. postal mail, or by e-mail, notice to you at least thirty (30) days before the effective date of any change to your deposit or loan account services that would result in increased liabilities, increased fees, a reduction in the types or available transfers, or stricter limits on frequency or dollar amounts of transfers, unless such prior notice is otherwise excused by law. You agree that the Bank is not liable or otherwise responsible if you do not receive such notification via e-mail because you have changed your primary e-mail address and not informed the Bank of such change. By using Online and Mobile Banking after any changes or amendments are effective, you agree to be bound by such revised Agreement. You may review the most current version of this Agreement anytime at www.1stSource.com/disclosures.

D. Bank Records and Data

You acknowledge that the Bank may elect to record or otherwise document information entered via Online and Mobile Banking for record keeping purposes, and you authorize the Bank to record such information. The Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of your instructions to the Bank, and in the absence of manifest error, will be binding and conclusive.

E. Bank's Use of Third-Party Service Providers

The Bank's ability to provide certain services available through Online and Mobile Banking depends on its ability to provide access to third-party networks. For details regarding the Bank's safeguarding of your personal information, you should refer to the Bank's Privacy Notice available at www.1stSource.com/disclsoures. In the event that the Bank determines, in its sole discretion, that it is unable to provide third-party network access, the Bank may discontinue the related Online and Mobile Banking services(s) or may provide the Online and Mobile Banking service(s) through alternate third-party networks.

F. Disclaimer of Warranties

You, acknowledge and agree that the Bank and its third-party service providers cannot and do not make any representation or warranty in connection with the Online and Mobile Banking service, any services available through Online and Mobile Banking, any related information, contents or functions, or any technical or other support that: (i) you will have continuous or uninterrupted access to the Online and Mobile Banking services or any of its information, content or functions; (ii) that their operation and availability will be continuous or uninterrupted; or (iii) that they will be error free; or (iv) that any technical or other support will resolve. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE AND MOBILE BANKING SERVICES, THE SERVICES PROVIDED THROUGH ONLINE AND MOBILE BANKING, AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE AND MOBILE BANKING SERVICES TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE AND MOBILE BANKING SERVICES. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE ONLINE AND MOBILE BANKING SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE), THE SERVICES AVAILABLE THROUGH THE ONLINE AND MOBILE BANKING SERVICE, ALL RELATED INFORMATION, CONTENTS, AND FUNCTIONS, AND ANY TECHNICAL OR OTHER SUPPORT SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO RE-PERFORM AND ADJUST OR REPAIR THE SERVICE, THE SERVICES AVAILABLE THROUGH THE ONLINE AND MOBILE BANKING SERVICE, RELATED INFORMATION, CONTENTS, AND FUNCTIONS, AND ANY TECHNICAL OR OTHER SUPPORT. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

G. Exclusion of Damages: General Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO YOU OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO THE BANK'S WRONGFUL FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER. THE BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL THE BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT. THE ONLINE AND MOBILE BANKING SERVICES ARE PROVIDED "AS IS." YOU UNDERSTAND THAT THE BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

H. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE ONLINE AND MOBILE BANKING SERVICES AND THE SERVICES AVAILABLE THROUGH ONLINE AND MOBILE BANKING, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i)

CONSTITUTE A BREACH BY YOU OF ANY PROVISION IN THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE ONLINE AND MOBILE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT THE BANK IS NOT RESPONSIBLE.