

## **Bank to Bank Terms of Service**

Please read this Bank to Bank Terms of Service ("Agreement"). As used in this Agreement, the words "you" and "your" refer to you as the user of the Service; the words "Bank," "we," "us," "our" refer to 1st Source Bank and its directors, officers, employees, contractors, service providers, agents or licensees. This Agreement states the terms and conditions ("Terms") on which Bank will provide, and you may use, the Bank to Bank Service ("Service") and forms part of a legally binding agreement between you and Bank that also includes the 1st Source Corporation Website Terms of Use Agreement, Electronic Banking Authorization & Disclosure, Agreement for Deposit - Consumer Accounts and related disclosures, which you can review, download and print at [www.1stsource.com](http://www.1stsource.com).

By clicking on the "I agree" button, you accept the Terms. If you do not agree to all of the Terms, do not accept the Terms, and you will not be entitled to use the Service. Bank reserves the right to change the Terms in its sole discretion at any time; however, Bank will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, Bank reserves the right to notify you by email or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe from Bank to Bank Transfers online. Once your Service has been discontinued for any reason, you will have no further right or access to use the Service.

### **Information Authorization**

You authorize Bank to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Service, we may verify your accounts that you add to the Service from time to time. You authorize us to validate the accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify accounts through requiring the entry of information you ordinarily use to access the account provider's website or by requiring you to submit proof of ownership of the account.

### **User Content**

Subject to Bank's Privacy Policy, you agree and license Bank to use, copy, modify, display and distribute any information, data, materials or other content ("Content") you provide to Bank for the purpose of providing the Service. By submitting Content, you represent that you have the right to license such

Content to Bank.

## **Accounts**

You understand that in order to complete funds transfers, it is necessary for Bank to access the websites and databases of other institutions where you hold accounts, as designated by you and on your behalf, to retrieve information and effect the funds transfers. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you provide to us is true, current, correct and complete. You hereby authorize and permit Bank to use information you submit to accomplish these purposes and to configure the Service to be compatible with the accounts.

For as long as you are using the Service, you give to Bank a limited power of attorney and appoint Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to accounts, as fully to all intents and purposes as you might or could in person. Once Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Bank in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each account provider is independent of Bank and your use of the Service. Bank will not be responsible for any acts or omissions by the financial institution or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the 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.

## **Electronic Communications**

**A. General Consent; Categories of Records.** The Service is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it related to the Service.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although Bank reserves the right to provide Communications in email or paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

**B. How to Withdraw Consent.** If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and contact Bank by calling 574-235-2000 or 800-513-2360 to cancel the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

**C. How to Update Your Records.** You agree to promptly update your registration records if your email address or other information changes. You may update your records, such as your email address, by using the Preferences or Settings page.

**D. Delivery of Electronic Communications.** Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the email address you provide. An electronic Communication sent by email is deemed to be sent at the time that it is directed by Bank's email server to the appropriate email address and deemed to have been received by you when Bank sends it to you, whether or not you received the email. An electronic Communication made by posting to the pages of the Service is deemed to be sent at the time it is publicly available and deemed to have been received by you no later than five (5) business days after Bank posts the Communication on the

pages of the Service, whether or not you retrieve the Communication. You agree that these are reasonable procedures for sending and receiving electronic Communications.

**E. Hardware and Software Requirements.** In order to access and retain Communications, you must have:

- A current Internet browser that supports 128-bit encryption and allows third-party cookies.
- An email account and email software capable of reading and responding to your email.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Adobe Reader v. 8.0 or higher
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

### **Privacy Policy and Confidentiality**

In order to provide the Service, we must obtain from you certain personal information about you, your accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy. You can see our 1st Source Privacy Notice, 1st Source Corporation Website Terms of Use Agreement and Electronic Banking Authorization & Disclosure at [www/1stsource.com/disclosures](http://www/1stsource.com/disclosures).

The Bank respects your right of privacy. We will only disclose information about your account or electronic fund transfers you make under the following circumstances: (a) where it is necessary to complete any electronic fund transfer or other transactions; (b) to verify the existence and status of your account for creditors or credit bureaus; (c) to report our experience regarding your account to financial institutions and credit reporting agencies; (d) to comply with a request from a government agency, a court order or other legal proceeding; (e) to enforce our rights; or, (f) as necessary to be used in our normal course of business; (g) Subject to your right to opt out for marketing purposes; or (h) if you give written permission. In addition, we may disclose information about your account to an account verification service if we close your account.

### **Business Days**

For electronic funds transfers and funds availability purposes, our business days are Monday through Friday, except for federal public holidays. For all other purposes, our business days include Monday through Friday on days that we are open. We may close for federal public holidays, either on the date of the holiday or near the date of the holiday, or for other reasons.

### **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

### **Consumer Liability**

You must notify us immediately of any loss, theft or unauthorized use of your password or any other security and access information ("Access Credentials") or if you believe an error or unauthorized withdrawal from your account has occurred by calling 574-235-2000 or 800-513-2360 or by U.S. mail at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634.

Prompt action is crucial. If you believe an error or unauthorized withdrawal has occurred or someone has used your Access Credentials without your permission and you contact us within two (2) business days of discovery, your loss will be no more than \$50.

It is important to note that you **COULD LOSE** as much as \$500 if you **DO NOT** contact us within two (2) business days after discovering the error or unauthorized withdrawal and it appears that 1st Source Bank could have prevented the loss had you contacted us within that period. Also, if your statement shows unauthorized withdrawals, and you **DO NOT** contact us within sixty (60) days after the statement is mailed or made available to you, you **MAY NOT** be able to recover any money lost after that time if it appears that your contacting us would have prevented the loss. An "unauthorized withdrawal" is a withdrawal that does not benefit you, by a person who does not have your actual permission. A withdrawal by a joint owner or other person with an interest in or authority to transact business on your account is not an unauthorized withdrawal.

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the Activity tab.

### **Transfer Types and Limitations**

#### **Types of Transfers**

**Funds Transfer.** You may access Bank to Bank Transfers within the Service to transfer funds between your accounts with Bank to your accounts at another financial institution.

This Service may not be available at all times. 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.

#### **Frequency of Transfers**

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable

accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

### **Dollar Amount of Transfers**

You may not make funds transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Without limiting the foregoing, if your use of the Service has been suspended and reinstated as provided herein (see "**Suspension and Reinstatement of funds transfer and Service**" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted. Transfers subject to the Rules of the accounts All funds transfers are also subject to the account agreements, rules and regulations governing the relevant accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the applicable account agreements, rules or regulations.

### **Rejection of Transfers**

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

### **Authorization**

You authorize us to select any means to execute your funds transfer instructions. You understand that to execute your funds transfer instruction we utilize the Automated Clearing House (ACH). Using applicable ACH Rules, we debit one of your accounts and credit another of your accounts. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your Account. The purposes for our service provider's transfer account are to complete your funds transfer requests and to perform the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return, and if we cannot, to collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Bank to debit your account in the amount indicated.

If a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake

to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "**Documentation**" below).

### **Suspension and Reinstatement of Bank to Bank Transfer Service**

If we at any time incur a problem with your use of the Service, including without limitation, a failure in attempting to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your use of the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Bank from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**" below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. If we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**" above).

### **Documentation**

You may access a statement of all funds transfers effected or pending at any time by clicking on the Activity tab within funds transfer. Additionally, you will receive a monthly account statement reflecting your transfers made during the statement period. If a transfer could not be completed, Bank upon learning that the funds transfer has failed will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

### **Your Responsibility for Errors**

You understand that we must rely on the information you provide, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you and to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### **Error Reporting and Claims**

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the Activity tab. In case of errors or questions about your funds transfers or statement, contact us as

soon as you can at 574-235-2000 or 800-513-2360, or by U.S. Mail at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634.

You will need to provide the following information: (1) your name and Account number; (2) a description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information; and (3) the dollar amount of the suspected error.

We must hear from you within 60 days after we FIRST posted the transfer to your statement.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within 10 business days (20 business days for new member accounts) for the amount you believe is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable accounts.

We will tell you the results within 3 business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

### **Proprietary Rights**

You acknowledge and agree that Bank owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or any of Bank's services or technology.

### **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.



## **Service Changes and Discontinuation**

We may modify or discontinue the Service or your Account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your Account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Bank, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of the Service.

You may terminate your use of the Service with Bank any time online or by contacting us. Once you have unsubscribed or Bank has discontinued your Service, you will have no further right or access to use the Service.

## **Use of SMS Messaging**

You may receive SMS messages related to your transactions from time to time, and your carrier's normal rates and fees, such as text messaging fees, will still apply.

## **Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

## **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

## **Joint Account Holder**

In submitting your application for the Service, you confirm that, if any of your accounts is a joint account, your joint account holder has consented for you to use your accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

### **Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of Bank.

### **Our Liability**

If we do not provide a funds transfer instruction on time or if solely due to Bank's error (a) we cause an incorrect amount to be removed from an Account or (b) we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. Bank is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Bank hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the Bank website was not working properly and you knew about the breakdown when you started the funds transfer.

### **Limitation of Warranty and Liability**

OUR SERVICE IS PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. USE OF THE SERVICE AND OF ANY

MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL OR DATA.

### **Indemnification**

You agree to indemnify, defend and hold harmless Bank from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you in connection with this Agreement, your violation of the Terms, or your infringement or infringement by any other user of your Bank account of any intellectual property or other right of any person or entity.

### **Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the accounts linked for the purposes of the Service; and that you are rightfully authorizing us to access the accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement, together with 1st Source Corporation Website Terms of Use Agreement, Electronic Banking Authorization & Disclosure, Agreement for Deposit - Personal accounts and related disclosures as they appear on our website, including any amendments that we may make from time to time, constitute the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of Bank's rights waived, only if Bank agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by Bank. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the Services, at Bank's discretion. All notices to Bank must be made in writing. This Agreement is personal to you, and you may not assign it to anyone.

This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.