# **Electronic Statement Consent and Authorization**

Thank you for your interest in accessing electronic statements ("e-Statements") offered by 1st Source Bank. The e-Statements service ("Service") allows you to view your current and past account statements on a secure website.

Please review and provide your consent to the following terms of this Electronic Statement Consent and Authorization ("Authorization"). This Authorization contains important information. You should read it carefully and keep a copy for your records.

#### **ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION**

In this Authorization, the terms "you," "your" and "yours" refer to all account holders or BBO Treasury ("BBOT") authorized user(s). The word "Account" means all accounts held at 1st Source Bank, such as checking and savings accounts. "Bank," "we" and "us" refer to 1st Source Bank.

### **Computer Requirements:**

In order to access and view e-Statements and other communications that we make available electronically, you must have:

- A personal computer or other device capable of accessing the Internet. Your access to this page verifies that the system/device you are currently using meets these requirements.
- An Internet browser that supports 128-bit SSL encryption, such as current versions of Edge, Firefox, Safari or Google Chrome. Your access to this page verifies that the browser and encryption software/device you are currently using meet these requirements.
- An e-mail account with an Internet service provider and e-mail software capable of sending and receiving e-mail.
- Software that permits you to access portable document format (PDF) files. If you do not have such software, you can download it at <a href="http://get.adobe.com/reader/">http://get.adobe.com/reader/</a>.

By accepting the terms and conditions below, you confirm that you meet the hardware and software requirements required to access the Online and Mobile Banking service and/or BBOT service to view your e-Statements as contemplated under this Authorization.

Disclosures can be accessed online anytime at www.1stsource.com/disclosures.

#### Terms of Use:

If you want to receive e-Statements, you must first read and agree to all the terms and conditions ("Terms of Use") stated in this Authorization. By selecting your account(s) to "Paperless", you will be acknowledging your understanding of, and agreement to, the following Terms of Use:

1) You consent (initially and on an ongoing basis) to receive your account statement in electronic format (e-Statements) and authorize 1st Source Bank to electronically notify you by email that your current e-Statement is available. You also consent to the receipt of any amendments or new provisions that may be added to the Terms of Use, and any additional disclosures required by law, to be provided to you in electronic form. Such amendments, updates, and additional disclosures required by law will be available to you through the Online and Mobile Banking service and at <a href="https://www.1stsource.com/disclosures">www.1stsource.com/disclosures</a>. Your agreement also permits the general use of electronic records in connection with your use of all services provided relating to or in connection with the e-Statements ("the Services"). 1st Source Bank has the right to monitor and review all activities conducted on its Online and Mobile Banking system.

- a) BBOT customers must elect to receive electronic notifications of e-Statement availability which can be done through the BBOT service. If you need assistance with this process, please call Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592.
- 2) Upon your acceptance of the Terms of Use and subsequent demonstration of your ability to access and view statements through electronic means, 1st Source Bank will convert your account statement to a PDF format available for viewing. Accordingly, you will discontinue receiving your account statement by US Mail. If at any time you wish to resume receiving your account statement by US Mail, please use the "e-Statements" tab in the Online and Mobile Banking service or the BBOT service to change your selection of how to receive statements.
- 3) Pursuant to this Authorization, 1st Source Bank will deliver the e-Statements through the Online and Mobile Banking service or the BBOT service. Your e-Statements will be available for your viewing, downloading, or printing for a period of 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 shall be responsible for viewing your e-Statements in a timely manner to comply with any payment due dates, error resolution requirements and time periods as applicable, or with any other terms and conditions of your accounts. You agree to contact 1st Source Bank immediately to report any irregularities.
  - a) BBOT customers must elect to receive electronic notifications of e-Statement availability which can be done through the BBOT service. If you need assistance with this process, please call Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592.
- 4) You will not be charged for the electronic availability of your e-Statements. 1st Source 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 as disclosed in the Fee Schedule associated with your account.
- 5) When logging into the Online and Mobile Banking service or the BBOT service, you will be asked to provide certain identification information to gain access to your e-Statements. You may need to enter your username, Company ID and/or password, or registered biometrics in order to view your account information, access your e-Statements, and use the Services.
- 6) 1st Source Bank hereby reserves the right in its sole and absolute discretion to determine the eligibility of any account or account holder or BBOT authorized user for e-Statements or the Services and to terminate this Authorization and the Services and/or to cancel the ability of any account holder or BBOT authorized user to access e-Statements at any time without notice or as otherwise allowed by law. If 1st Source Bank takes any such action, the Bank shall make the necessary changes to allow for the delivery of any related account statement by US Mail or as otherwise provided under the original terms of the applicable account agreement and disclosures.
- 7) Your ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time through the Online and Mobile Banking service, by calling Customer Service at (574)

235-2000 or toll free at (800) 513-2360. If reverted to paper statements, a paper statement fee may be assessed as disclosed in the Fee Schedule associated with your account.

- a) BBOT customers may make withdraw consent to receive account statements electronically through the BBOT service. If you need assistance with the process, please call Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592.
- 8) 1st Source Bank hereby reserves the right in its sole and absolute discretion to limit the approval or availability of and the access to the Services set forth in this Authorization to only the individual(s) listed on the Bank's records.
- 9) 1st Source Bank may cancel access to e-Statements for non-use. If you have not logged on to the Online and Mobile Banking service or the BBOT service for a period of 90 days, you will be notified by email that your access will be cancelled if you do not access the Online and Mobile Banking service 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.
  - a) BBOT customers do not automatically receive electronic notifications for non-use. Please contact Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592 with questions or concerns.
- 10) Electronic notifications may be sent to the email address that you have provided to us. If the email is returned as undeliverable, invalid, or inactive, we reserve the right to revert to paper statements and assess a paper statement fee as disclosed in the Fee Schedule associated with your account. Please notify us of any change in your email address through the Online and Mobile Banking service, by calling Customer Service at (574) 235-2000 or toll free at (800) 513-2360.
  - a) BBOT customers may make such an update electronically through the BBOT service. If you need assistance with the process, please call Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592.
- 11) In accordance with the terms of the applicable account agreement and disclosures, all account owners will be bound by the decision of the account holder or BBOT authorized user who enrolls in or cancels e-Statements or any other Service. After accepting this Authorization, all accounts on which you are a signer, or have authorization to view, will be available for viewing.
- 12) Deposit accounts are reclassified from active to dormant status when:
  - a) there has been no customer-generated activity on a checking account for one year.
  - b) there has been no customer-generated activity on a savings account for three years.

All accounts in the dormant status will be charged a monthly dormant account fee. Dormant accounts are not viewable through the Online and Mobile Banking service. If an account receiving e-Statements goes dormant, it will be reverted to paper statements and may receive a monthly paper statement fee as disclosed in the Fee Schedule associated with your account. Once the account is returned to an active status, you can login to the Online and Mobile Banking, or BBOT service and reenroll in e-Statements to avoid the paper statement fee and receive e-Statements.

Use of e-Statements and all Services is subject to all applicable federal, state, and local laws and regulations, and unauthorized use of e-Statements and the Services is strictly forbidden.

1st Source Bank reserves the right to amend or add new provisions to these Terms of Use at any time. Any such amendments or new provisions will be effective when they are posted to the Online and Mobile Banking service or at <a href="https://www.1stsource.com/disclosures">www.1stsource.com/disclosures</a>.

These Terms of Use will be effective beginning on the date you are approved to receive e-Statements and will continue to be effective, as amended or added to from time to time, until the e-Statements and other Services are terminated by you or 1st Source Bank. However, the provisions of these Terms of Use shall survive termination by either you or 1st Source Bank.

1st Source Bank does not represent or warrant that you will have continuous or uninterrupted access to the Services, or that all of the functions of the Services will be error-free. The Services are provided to you "AS IS" and "AS AVAILABLE," and 1st Source Bank and its service providers make no representation or warranty relating to the Services, including, without limitation, performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Services shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Services.

In no event will 1st Source Bank or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "1st Source Entities") be liable for any consequential, indirect, incidental, special, or punitive damages, under any legal theory including, but not limited to, breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Services, or inability to use the Services, even if 1st Source Bank has been advised of the possibility of such damages. You agree that your recovery for any damages that you incur shall be limited, at 1st Source Bank's election to: (i) a refund of any amount (if any) you paid for the Services or (ii) correction or replacement of the e-Statement or Services. Any failure of that or any other remedy does not affect the enforceability of the limitations on, and any exclusions of consequential, incidental and other damages described in the preceding paragraph. In no event shall the aggregate liability of the 1st Source Entities under these Terms of Use exceed \$500.00, except as permitted by law or regulation.

You acknowledge that under applicable law and the applicable account agreement and disclosures, you have certain time limits to review your bank statements and accompanying check images to report any forgeries, alterations, errors, or any other unauthorized withdrawals or transactions to 1st Source Bank, and that your use of the Services will not alter or amend any of those limits. You agree that any time limits for reporting these matters will commence on the day that your e-Statement is made available for your review via Online and Mobile Banking.

You agree to indemnify, defend, and hold harmless the 1st Source Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Services, or use of your account by any third party. 1st Source Bank reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with 1st Source Bank in such defense.

These Terms of Use will be construed in accordance with the laws of the State of Indiana. Jurisdiction and venue for actions relating to the Service and the Terms of Use shall be the state and federal courts located in or near South Bend, Indiana.

# **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.

## **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." Your ongoing consent to receive subsequent account statements electronically is voluntary and may be withdrawn at any time. After you are approved to receive e-Statements, you can revert to paper statements under the manage paperless settings dropdown box.

### **Paper Copy**

You agree that 1st Source Bank does not need to provide you with an additional paper (non-electronic) copy of this Authorization, unless specifically requested. If you would like to receive a complimentary paper copy of this Authorization that you agreed to receive electronically, you may call Customer Service at (574) 235-2000 or toll free at (800) 513-2360.

BBOT customers may make such a request either electronically through the BBOT service or by calling Treasury Services Support at (574) 235-2003 or toll free at (800) 399-5592.