Online and Mobile Banking Agreement and Disclosure

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I. General Description of Agreement

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

In this Agreement, the terms WE, US, OUR and THE BANK refer to 1st Source Bank. YOU and YOUR refer to any person who signs or otherwise agrees to the Bank's account opening forms and/or signature card, or in the case of a loan account the borrower or, where applicable, co-borrowers, and includes every owner of the account and anyone else with authority to exercise control over the account, such as an authorized user.

A. What the Agreement Covers

This Agreement contains terms and conditions governing your use, access, and management of the Bank's digital platforms, including Online and Mobile Banking for Personal and Online and Mobile Banking for Business (collectively, "Online and Mobile Banking"), as well as your use of the specific services available through Online and Mobile Banking.

Certain services and provisions of this Agreement are applicable only to consumers and not to Bank clients who use Online and Mobile Banking and specific services available through Online and Mobile Banking for business purposes. As used in this Agreement, a "consumer" is any individual 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 (together, "consumer purposes").

A "small business" is an individual or entity that has, or is applying to open, an account that will be used for other than consumer purposes. Online and Mobile Banking is not available for all small businesses, including law firms' IOLTA accounts, municipalities and other governmental instrumentalities, money service businesses, payroll and other businesses that need additional services. For other businesses, we offer an alternative online banking platform. Ask your banker for details.

Online and Mobile Banking provides access to your deposit accounts, loan accounts, and 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 through Online and Mobile Banking, and your accounts. You acknowledge that you are responsible for complying with all terms of this Agreement and the terms governing any deposit accounts, loan accounts, or any other accounts that you access using Online and Mobile Banking. You further understand and agree that certain services are provided by independent third-party processors that are not affiliates, joint ventures, or partners of the Bank.

C. Relation to Other 1st Source Bank Agreements

Your deposit accounts, loan accounts, 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 1st Source Bank website is governed by the Terms of Use Agreement for such site.

D. Compliance with All Laws

You understand and agree to use Online and Mobile Banking and all services available through Online and Mobile Banking in compliance with all applicable federal and state laws, rules, and regulations, including, without limitation, any export controls of the United States regarding products and information containing encryption technology. By using Online and Mobile Banking or any services available through Online and Mobile Banking, you represent that you are not in a country where such export is prohibited. Accessing Online and Mobile Banking 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. This paragraph shall not be construed to mean, and the Bank hereby disclaims any such representation, that any content or use of Online and Mobile Banking or any services available through Online and Mobile Banking is appropriate or available for use in locations outside of the United States.

II. Description of Online and Mobile Banking Services

Online and Mobile Banking services may include:

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

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. Online and Mobile Banking is not offered to minors unless the minor is using an account in the name of the minor with a legal adult 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

To use Online and Mobile Banking you must complete the initial enrollment process by providing the information needed to enable Online and Mobile Banking including your legal name, address, account type, and account number. You will also create a unique user ID and password used to log in to Online and Mobile Banking.

iii. Active Use

Your access to Online and Mobile Banking may be terminated if you have not used Online and Mobile Banking in more than 2 years.

iv. Accounts

You may request access via Online and Mobile Banking to any account on which you are a depositor, borrower, or authorized user, including checking, savings, certificate of deposits, and loans. 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 have multiple depositors, borrowers, or authorized users, you agree that access to the information and all transactions initiated by the use of the username and password of any depositor, borrower, or authorized user are authorized unless you have notified us to cancel your access to Online and Mobile Banking, and we have had a reasonable period of time to act on your request.

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. **Business Accounts:** You represent that you are an authorized principal or authorized user 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 if your access to or authority over the account changes. We will not be liable for any unauthorized activity prior to notification and until we have had a reasonable period of time to act.

c. **Linking of Consumer and Business Accounts:** An owner of a consumer account may link their business account; however, error resolution procedures and other terms and conditions of the services provided through Online and Mobile Banking are different for consumer accounts and business accounts. Note also that the disclosures made by the Bank applicable only to your consumer accounts (provided separately or herein) will not be applicable to any of your business accounts.

d. **Restrictions on Transfers from your Savings and Money Market Accounts:** We may limit withdrawal transactions from savings and money market accounts. Fees related to excessive withdrawals from these products are more fully described in your Fee Schedule for Personal Accounts or Fee Schedule for Business Accounts.

B. Fees for Online and Mobile Banking Services

There is no fee to enroll in or view account information within Online and Mobile Banking. There is no fee to use the alert or transfer functions between 1st Source accounts. Fees may be assessed for added self-service features

available through Online and Mobile Banking, such as requesting stop payments, ordering new checks, obtaining account statement copies, or using additional services the Bank chooses to offer to you for a fee.

You understand and agree that the Bank may charge fees for use of specific services available through 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. All service fees, maintenance charges and penalties charged to your account will be automatically deducted without prior notice to you. Fees and charges may be deducted from your account during a statement period other than the one in which they were incurred.

See your Agreement for Deposit – Personal Accounts or Agreement for Deposit – Business Accounts, as applicable, for more information on fees.

C. Termination of Online and Mobile Banking Services

You may terminate the use of Online and Mobile Banking via a phone call, chat, or in writing by email, U.S. 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, 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 termination 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 may 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 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 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 us under the Agreement, any other terms and conditions applicable to your account, by law, or otherwise.

D. Online and Mobile Banking Services Hours and Availability

Except for routine maintenance, upgrades, or events beyond the Bank's control, Online and Mobile Banking is available 24 hours per day, 7 days per week. 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 information 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 and have had a reasonable period of time to act.

ii. System Requirements

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

iii. Your Contact Information

It is your sole responsibility and you agree to ensure that the contact information you provide us is current and accurate. This includes, but is not limited to, name, physical address, phone number, and email address. Depending on the service, changes to your contact information may be able to be made through Online and Mobile Banking or by contacting us. We are not responsible for any errors or fees incurred if you do not timely provide accurate contact information.

iv. Calls, Texts, and Emails to You

By providing us with a telephone number (including a landline or mobile telephone number) or email address, you consent to receiving telephone calls, text messages, or emails from us, our affiliates, and our service providers. 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 receive text messages and/or emails 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 email providers may reject our communications to you. To ensure future delivery of emails, 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 foresee or anticipate technical or other difficulties related to Online and Mobile Banking. 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, mis-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of Online and Mobile Banking.

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 you use to access the Mobile Banking service.

c. **Errors and Delays**: Financial information obtained through Online and Mobile Banking (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 through Mobile Banking.

d. **Non-Supported Carriers and Devices**: Mobile Banking 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 Online and Mobile Banking. 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.

e. **Supported Browsers and System Settings:** Online and Mobile Banking support the following browsers: the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge, and Safari. The following settings and plug-ins are required to properly access our web-based features: cookies enabled, JavaScript enabled, and a compatible PDF reader.

F. Loan Account Limitations

i. You may request a payoff quote of the amount needed to satisfy your remaining loan balance. The quote is an estimate and may not include payments made the day you requested the quote or costs and fees due.

ii. If you make a payment of "Only Principal" in addition to your scheduled monthly payment, this payment will be applied to reduce your outstanding principal balance. However, it will not be applied to reduce your next scheduled monthly payment, which will remain due in full.

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 they take in connection with your account, even if they exceed 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 or theft of your Access Credentials or unauthorized activity on your account. We reserve the right to deny you access to Online and Mobile Banking and any of its services if we reasonably believe that there has been any loss or theft of your Access Credentials or unauthorized use of your account.

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 Client 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 identification information, such as your driver's license, Social Security number, business Employer Identification 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. The security model assumes the device’s owner trusts all who access the device through biometric logins. We do not control, store, or 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.

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 your biometric login is 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 available through Online and Mobile Banking 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. To use out-of-band authentication, you may be required to have a compatible telephone (including a mobile phone) and to provide 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 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 conduct activity through Online and Mobile Banking and otherwise following our procedures for the execution of transactions and activities, you authorize us to perform those transactions and activities. 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 notwithstanding 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 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 accounts, by debits or credits, as necessary to correct errors in service transactions. You acknowledge and agree that any depositor, borrower, or authorized user individually may (i) activate any applicable service with respect to the 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 depositors or borrowers on the account. You warrant and represent that any and all information and data that you provide to us regarding 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 transactions and activity.

G. Fraud and Schemes

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email and Internet fraud and other schemes. We will never contact you by phone, email, or other electronic communication to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive a phone call, email, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the communication, provide any information to the caller or sender, click on any links in the communication, or otherwise comply with any instructions in the communication. You should take a screenshot of any suspected fraudulent or suspicious email or electronic communication 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 phone, electronic, email, 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 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 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 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 an account. If monitoring reveals possible evidence of criminal activity, this evidence may be provided to law enforcement.

You understand and agree that each joint owner is jointly and severally responsible for all Online and Mobile Banking transactions and activity that affect their account, whether initiated by either account owner, any individual to whom any account owner has granted access, or any third party.

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.

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 EMAIL 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 EMAIL 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 EMAIL 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 EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

IV. Details Regarding Services Available through Online and Mobile Banking Services

A. Bill Pay

i. Description of the Service

The Bill Pay (“Bill Pay”) service enables clients to set up recurring payments, make one-time payments, and track payments to payees.

ii. Eligibility

Consumer and business accounts are eligible for the Bill Pay service. To qualify for the Bill Pay service, you must: be at least 18 years of age, have an active consumer or eligible business checking account with the Bank, and have a valid Social Security Number, Individual Taxpayer Identification Number, or business

Employer Identification Number. After your application is approved and processed, you may begin using Bill Pay. Additional eligibility criteria are located here: www.1stsource.com/disclosures/BillPay

iii. Fees

1st Source Bank does not charge a fee for this service for consumer accounts. Effective February 2, 2026, eligible business accounts will be charged a fee of $1.00 per bill payment for the first ten (10) payments made each month, per business. Any additional bill payments made beyond the first ten (10) in the same month will not incur a fee. Other fees associated with your account will continue to apply, including, for example, non-sufficient funds, stop-pay, and overdraft charges.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/BillPay

B. Zelle

i. Description of the Service

Zelle is a peer-to-peer payment service that allows consumers to send, request, and receive money between friends, family, and others they trust.

ii. Eligibility

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

Business accounts are not eligible for the Zelle service.

iii. Fees

1st Source Bank does not charge a fee for this service. However, fees associated with your account will continue to apply, including, for example, non-sufficient funds, stop-pay, and overdraft charges.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/Zelle

C. Bank-to-Bank Transfers

i. Description of the Service

The Bank-to-Bank Transfers service permits you to transfer funds between your accounts with the Bank and your accounts at another financial institution.

ii. Eligibility

Consumer accounts are eligible for the Bank-to-Bank Transfer service.

Business accounts are not eligible for the Bank-to-Bank Transfer service.

iii. Fees

1st Source charges fees for receiving or sending money from your 1st Source account. See your Fee Schedule for Personal Accounts for more information on fees.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/Bank-to-Bank

D. e-Statements

i. Description of the Service

The e-Statements service permits clients to view their current and past account statements through Online and Mobile Banking. Once enrolled, the Bank will convert periodic account statements to a .pdf format available for viewing. Accordingly, the Bank will discontinue sending account statements by U.S. Mail.

ii. Eligibility

Consumer and business accounts are eligible for the e-Statements service.

iii. Fees

1st Source Bank does not charge a fee for this service. However, the Bank reserves the right to charge 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. See your Fee Schedules for Personal Accounts or Fee Schedule for Business Accounts, as applicable, for more information on fees.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/eStatements

E. Card Control

i. Description of the Service

The Card Control service permits clients to temporarily or permanently disable their 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), email, or push notifications.

ii. Eligibility

Consumer accounts are eligible for the Card Control service. Card Control is only available to clients who own a Resource Plus® debit card and who qualify for and use Online and Mobile Banking services. Some features may not be available to business clients.

Business accounts are not eligible for the Card Control service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

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 Client Service Center at (574) 235-2000 or (800) 513-2360

F. Mobile Deposit

i. Description of the Service

The Mobile Deposit service allows clients to deposit a check ("original checks") to their account digitally by taking a picture of the front and back of the original check and delivering the digital images and associated deposit information ("images") to the Bank or our processor using a mobile device.

ii. Eligibility

Consumer and business accounts are eligible for the Mobile Deposit service. You must have a 1st Source Bank consumer checking or savings account or an eligible business checking or savings account, and you must be registered for Online and Mobile Banking. At the time of enrollment, your account(s) must have no more than 10 overdrafts and no more than 2 returned checks in the past 6 months, and no other restrictions on the account.

iii. Fees

Mobile Deposit is provided at no charge for eligible consumer accounts. Effective February 2, 2026, eligible business accounts will be charged $1.00 per mobile deposit for the first ten (10) deposits made each month, per business. Any additional mobile deposits made beyond the first ten (10) in the same month will not incur a fee.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/MobileDeposit

G. Electronic Funds Transfers

i. Description of the Service

The Electronic Funds Transfer service (EFT) permits clients to electronically transfer money over an online network.

ii. Eligibility

Consumer and business accounts are eligible for the Electronic Funds Transfer service.

iii. Fees

The Bank will deduct from your account any fees or service charges incurred for EFT services. You will not hold the Bank responsible for refusing to pay checks because of insufficient funds as a result of these fees or service charges.

iv. Terms and Conditions Specific to this Service

You understand all EFTs must originate from an account on which you are a current signer. The Bank reserves the right to refuse to accept any transfer for any reason.

Please see the terms and conditions here: www.1stsource.com/disclosures/electronictransfers

H. Text Banking/Alerts and Notifications

i. Description of the Service

Account alerts and notifications ("alerts") inform clients via text, push notification, or email about balances, transfers, payments, and other transactions. Clients can choose and customize the account alerts they want to receive for 1st Source Bank checking and savings accounts and ATM/debit cards.

ii. Eligibility

Consumer accounts are eligible for this service. To receive alerts via SMS you must (i) have an SMS capable mobile device that is registered on a carrier network and (ii) be enrolled in a data plan that includes SMS capabilities.

Business accounts are eligible for alerts and notifications via email only.

iii. Fees

1st Source Bank does not charge a fee for this service.

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.

iv. Terms and Conditions Specific to this Service

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.

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. Cancel text alerts at any time by replying "Stop".

I. Money Management

i. Description of the Service

The Money Management service employs digital money management software technology that allows clients to access their accounts, both at 1st Source and at other financial institutions, and to manage their finances.

Money Management features include:

- **Transaction Management Capability:** Clients can view posted account activity.
- **Reporting:** Clients can track their spending habits through reporting that categorizes their expenses.
- **Data Aggregation:** Clients may add and view supported accounts held at other third-party financial institutions that are supported.
- **Access to Stored Data:** Clients can access a minimum of 18 months of stored transactions, assuming that length of transaction history is available by the other financial institution being aggregated. New accounts being added will start with approximately 90 days of stored transactions depending on what is available from the financial institution being aggregated.

ii. Eligibility

Consumer accounts are eligible for the Money Management service.

Business accounts are not eligible for the Money Management Service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/MoneyManagement.

J. Shared Account Access

i. Description of the Service

The Shared Account Access service gives the depositor or borrower the ability to entitle another person or persons ("shared users") to access the depositor's or borrower's account using Online and Mobile Banking and to give shared users certain authorities with respect to the account ("shared access").

ii. Eligibility

Consumer and business accounts are eligible for the Shared Account Access service.

ii Fees

1st Source Bank does not charge a fee for this service.

iii. Terms and Conditions Specific to this Service

You may give a shared user view-only access, authority to make transfers between designated accounts, and authority to initiate payments from designated accounts. You have sole authority and control in sharing access with, managing, and disabling shared users and/or their respective authority. You authorize us to act on transaction instructions initiated under the Access Credentials of a shared user, just as if such instructions 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 connection with any claim you may have against a shared user for exceeding their authority.

For business accounts, Shared Access may be managed through Online and Mobile Banking for Business. The Primary Administrator is designated at the time of registration and has full authority to determine access for all other users. The Bank may create Secondary Administrators upon request, but only with the express authorization of the Primary Administrator.

Primary and Secondary Administrators may add Business Users ("authorized user(s)") and assign specific levels of access, including view-only access, transaction authority, and account-level restrictions. Any Business User added by one Administrator must be approved by another Administrator before access is granted. Administrators are solely responsible for managing user roles, updating or removing access, and ensuring that users have the appropriate level of authority for their role.

The Bank does not participate in or oversee the internal decisions a business makes regarding user access. The business assumes full responsibility for all activities conducted by Administrators and Business Users and agrees to hold 1st Source Bank harmless from any claims, losses, or disputes resulting from such access

K. Purchase Rewards

i. Description of the Service

The Purchase Rewards service enables clients to access cash-back offers for the merchants they have selected.

ii. Eligibility

Consumer accounts are eligible for the Purchase Rewards service. You must be an individual, 16 years of age or older. Clients must be human and using the service for personal not commercial use: no machines, scripts, or automated services may be used to accumulate any financial benefits derived from the use of the Service. You may maintain only one account. Any duplicate accounts will be subject to cancellation.

Business accounts are not eligible for the Purchase Rewards service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/PurchaseRewards

L. Quick Balance/Smartwatch App

i. Description of the Service

The Quick Balance/Smartwatch App service allows clients to see a snapshot of their account balances and the last five transactions on their smartwatch, mobile phone, or tablet without logging in to Online and Mobile Banking.

ii. Eligibility

Consumer accounts are eligible for the Quick Balance/Smartwatch App service.

Business accounts are not eligible for the Quick Balance/Smartwatch App service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

To enable the Quick Balance service, you must log into Mobile Banking in order to give permission to view accounts outside of the Mobile Banking 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.

M. Stop Pay

i. Description of the Service

The Stop Pay service gives clients the ability to place stop payments on paper checks they have written.

ii. Eligibility

Consumer and business accounts are eligible for the Stop Pay service.

iii. Fees

A Stop Pay fee applies. See Fee Schedule for Personal Accounts for a consumer Stop Pay and Fee Schedule for Business Accounts for a business Stop Pay. The stop payment fee is non-refundable even if you later cancel the stop payment.

iv. Terms and Conditions Specific to this Service

This service can only be used to stop payment on paper checks that you have written. The service cannot be used to stop pre-authorized, automatic debits, payments sent through the Bill Pay service, or any other type of debit to your account.

N. Quicken Direct Connect

i. Description of the Service

The Quicken Direct Connect service helps clients manage their 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.

ii. Eligibility

Consumer accounts are eligible for the Quicken Direct Connect service.

Business accounts are not eligible for the Quicken Direct Connect service.

iii. Fees

1st Source Bank does not charge a fee for this service. Some Quicken products may have fees.

iv. Terms and Conditions Specific to this Service

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 by Online and Mobile Banking.

O. Digital Wallet

i. Description of the Service

The Digital Wallet service, also called "contactless payment," allows clients to pay for goods and services using their debit or credit cards with RFID technology—also known as chip cards—or other payment devices without the need to swipe, enter a personal identification number (PIN), and/or sign for a transaction. Merchants that accept contactless payment have point-of-sale terminals with a special symbol identifying the technology.

ii. Eligibility

Consumer and business accounts are eligible for the Digital Wallet service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/DigitalWallet

P. Credit Score

i. Description of the Service

Credit Score provides clients with a comprehensive credit score analysis, complete credit report, monitoring, and personalized offers in one simple dashboard view integrated with Online and Mobile Banking.

ii. Eligibility

The Credit Score service is available for consumer accounts. Clients must have a valid Social Security Number and be at least 18 years old.

Business accounts are not eligible for this service.

iii. Fees

1st Source Bank does not charge a fee for this service.

iv. Terms and Conditions Specific to this Service

Please see the terms and conditions here: www.1stsource.com/disclosures/CreditScore.

Q. Toggle

i. Description of the Service

The Toggle service allows clients to link their Online and Mobile Banking for Personal profile to their Online and Mobile Banking for Business profile, enabling them to switch between the two without logging out and logging back in. Toggle can be used within both Online and Mobile Banking platforms. This service does not modify user access or permissions; clients will retain the same access within each profile as they would when logging in separately.

ii. Eligibility

To be eligible for Toggle, clients must have an active Online and Mobile Banking for Personal profile and an active Online and Mobile Banking for Business profile. If either profile is deleted, the Toggle service will no longer function.

iii. Fees

1st Source Bank does not charge a fee for this service.

v. Terms and Conditions Specific to this Service

To enable Toggle, clients must log in to Online and Mobile Banking for Business and follow the steps to link to their Online and Mobile Banking for Personal profile. A message will be displayed whenever the client switches between profiles, notifying you that you are moving between distinct banking experiences and that services and functionality may differ between experiences.

R. Autobooks

i. Description of the Service

The Autobooks service enables eligible business clients to create and send invoices, accept online payments, and manage customer payments directly through Online and Mobile Banking for Business. Autobooks also provides reporting tools to assist with tracking receivables and simplifying bookkeeping activities.

Clients may choose to upgrade to Autobooks Accounting, an optional subscription that provides enhanced bookkeeping and financial management features for a monthly fee.

ii. Eligibility

Business accounts enrolled in Online and Mobile Banking for Business may request access to the Autobooks service. Eligibility and enrollment are determined by Autobooks in accordance with its Terms of Service. Autobooks reserves the right to approve or decline any enrollment request. Consumer accounts are not eligible for the Autobooks service.

iii. Fees

1st Source Bank does not charge a fee to access Autobooks within Online and Mobile Banking for Business. Transaction and processing fees apply for payments accepted through the Autobooks service.

For additional information on pricing and applicable fees, visit: www.autobooks.co/our-fees.

iv. Terms and Conditions Specific to this Service

Please see Terms and Conditions here: Autobooks Terms of Use and End User License Agreement

For more Information, visit the following:

- Support Center
- Get Paid and More | Autobooks

S. Autobooks Tap2Pay

i. Description of Service

The Tap2Pay service enables eligible business clients to accept in-person, contactless card payments using a compatible iPhone cellular device. Tap2Pay functions as an extension of the Autobooks service, allowing businesses to accept secure, card-present payments without additional hardware. Transactions are processed directly through the Autobooks payment platform.

ii. Eligibility

Tap2Pay is available to business clients enrolled in Online and Mobile Banking for Business who have been approved for the Autobooks service. Eligibility and enrollment are determined by Autobooks in accordance with its Terms of Use and End User License Agreement. Autobooks reserves the right to approve or decline any enrollment request. Consumer accounts are not eligible for Tap2Pay.

iii. Fees

1st Source Bank does not charge a fee to access Autobooks Tap2Pay within Online and Mobile Banking for Business. Transaction and processing fees apply for payments accepted through the Autobooks Tap2Pay service.

For additional information on pricing and applicable fees, visit: www.autobooks.co/our-fees.

iv. Terms and Conditions Specific to this Service

Use of Tap2Pay is subject to the Autobooks Terms of Service and applicable card-network rules.

For More Information, visit the following:

- Support Center
- Get Paid and More | Autobooks

V. How to Contact Us

You may contact us one of the following ways:

- Call Client Service: (574) 235-2000 or (800) 513-2360
- Live Chat: Available on www.1stsource.com
- Email: 1stsource@1stsource.com (Do not include any confidential information. E-mail is not a secure form of communication.)
- Mail: 1st Source Bank Branch Administration, PO Box 1602, South Bend, IN 46634

VI. 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 to the Bank or through intermediaries and to the mobile device 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 services, 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.

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

B. Changes to Agreement

We may change the Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new products and services and or change or discontinue existing products and services. We may convert existing products and services into new products and services. We may add, eliminate, increase, or decrease fees.

We ordinarily send you notice of an adverse change to the Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but are not required, to notify you of changes that we make for security reasons or that we believe are not adverse to you. If prior notice is required, you agree that the Bank may notify you of changes by email and is not liable or otherwise responsible if you do not receive such notification via email because you have changed your primary email address and did not inform the Bank of such change, the email was blocked or sent to a spam folder, or due to circumstances beyond Bank's control.

When we change the Agreement, the new version supersedes all prior versions and governs your use of Online and Mobile Banking and the services available through Online and Mobile Banking.

By continuing to use Online and Mobile Banking and any service available through Online and Mobile Banking after any changes are effective, you agree to the revised Agreement. If you do not agree with a change, you must stop using Online and Mobile Banking and any service available through it. You may review the most current version of this Agreement at www.1stSource.com/disclosures.

C. 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.

D. 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 https://www.1stsource.com/disclosures. 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 or may provide the Online and Mobile Banking services through alternate third-party networks.

E. 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) their operation and availability will be continuous or uninterrupted; or (iii) they will be error free; or (iv) any technical or other support will resolve any issues you experience. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE ONLINE AND MOBILE BANKING, THE SERVICES PROVIDED THROUGH ONLINE AND MOBILE BANKING, AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH ONLINE AND MOBILE BANKING 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, NONINFRINGEMENT, 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 ONLINE AND MOBILE BANKING (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE), THE SERVICES AVAILABLE THROUGH ONLINE AND MOBILE BANKING, ALL RELATED INFORMATION, CONTENTS, AND FUNCTIONS, AND ANY TECHNICAL OR OTHER SUPPORT SHALL BE FOR THE BANK TO USE COMMERCIALLY REASONABLE EFFORTS TO RE-PERFORM AND ADJUST OR REPAIR ONLINE AND MOBILE BANKING, THE SERVICES AVAILABLE THROUGH ONLINE AND MOBILE BANKING, 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.

F. 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 INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY ARISING FROM OR RELATED TO YOUR ACESS TO AND USE OF ONLINE AND MOBILE BANKING, THE SERVICES PROVIDED THROUGH ONLINE AND MOBILE BANKING, OR OF ANY INFORMATION AND CONTENT DELIVERED BY OR THROUGH ONLINE AND MOBILE BANKING TO YOU.

G. 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, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS TO AND USE OF ONLINE AND MOBILE BANKING, THE SERVICES AVAILABLE THROUGH ONLINE AND MOBILE BANKING, ANY INFORMATION AND CONTENT DELIVERED BY OR THROUGH ONLINE AND MOBILE

BANKING TO YOU, 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.