

Indiana Business Bank Personal Online Banking/Bill Pay Agreement

By signing up for Indiana Business Bank's Personal Online Banking and Bill Pay Service you agree to the terms of this Agreement for Personal Online Banking and Bill Pay.

For Personal Online Banking and Bill Pay Services, the terms and conditions of this agreement are in addition to the account agreement, disclosures and other documents in effect from time to time governing your accounts with us. This agreement supplements the Electronic Funds Transfer Agreement and disclosure that you received at the time your deposit account was opened.

1. The Services:

Use of Indiana Business Bank's Online Banking Services ("Services"), requires at least one eligible personal deposit or loan account with us. If you have more than one account relationship with us, we will "link" your account relationships together with your primary personal checking account, unless you request in writing that certain accounts not be linked. Accounts which are "linked" under the Services must have one common owner and signer. Any signer, acting alone is deemed to be authorized to access a linked account. Any non-linked account will not be accessible through the Services. An account that requires two or more signatures for withdrawal may not be designated as a linked account.

Online Banking

In consideration of the Online Banking services to be provided by Indiana Business Bank, the customer agrees as follows. You may use a Personal Computer ("PC") through an Internet connection at no charge to:

- Transfer funds between linked deposit accounts
- View the balances of your linked accounts
- Review recent transactions in your linked accounts
- Download information about your accounts to Microsoft Money, Quicken or comma-delimited (text.)
- Communicate with us via e-mail

We may change the Online Banking and Bill Pay services, including adding or eliminating services, and the terms, including fees, set forth in this Agreement, and on any addendum or schedule attached to or provided to you with this Agreement, at any time. You will be notified of any such change and of the effective date of such change as required by applicable law, either by mail or by an electronic message. You understand that by using the Online Banking or Bill Pay services after a change becomes effective, you have agreed to the change in terms.

Bill Pay

In addition to Online Banking Services, for personal accounts, you may elect to use the Bill Pay Service. Bill Pay is not available to business purpose customers including commercial, sole proprietors, organizations or associations. In order to access the Bill Pay service you must have a personal checking account with us. Our Bill Pay service is optional, however if you sign up for Online Banking, you automatically have the ability to access Bill Pay if you choose to enable the Service.

Bill Pay allows you to make payments electronically from your "linked" checking accounts with us to third parties. You may make payments through Bill Pay to any business professional, merchant, family member, or friend. Unless otherwise specified in this Agreement, the term "Account" means your designated bill payment checking account at Indiana Business Bank from which we make bill payments on your behalf pursuant to the Agreement.

The cost of Bill Pay Service is \$4.95 monthly, which includes 20 Bill Pay transactions per statement cycle. You will be charged .35 per transaction after 20 in any given statement cycle. (See section 27 for fees for other Bill Pay services.) Bill Pay charges will begin when you set up your first vendor to be paid through the Service. This means that when you enter vendor information into the computer, Bill Pay monthly charges will begin. The monthly Bill Pay charge will appear on your statement at statement cutoff.

2. Merchant Identification and Payment Information

Payments to merchants generally include utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through Indiana Business Bank's Bill Pay. In order to initiate payments, you will need the mailing address and telephone number for each and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities and under certain circumstances. For example you may not:

make tax or court ordered payments;
make payments in amounts over \$9,999.99;
make duplicate payments to the same payee in any given day; or
make payments to payees outside the United States.

3. Equipment

In order to access Online Banking and Bill Pay through Indiana Business Bank you will need a personal computer with a 486DX 66 MHz or faster processor, (Pentium central processing unit recommended) 16 megabytes (MB) of memory (32 MB recommended) and at least 34 MB free hard disk space. The actual requirement varies depending on the features you choose to install. You will also need a VGA or higher-resolution monitor, (16-bit or 24-bit color SVGA recommended) a Microsoft or compatible mouse, and an Internet connection and a modem (28.8 or faster recommended.) Minimum browser requirements needed must be version 5.5 or greater of Internet Explorer or version 6.1 or greater of Netscape Navigator. Your browser must use 128 bit encryption to utilize the services. You are solely responsible for the equipment (including in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible or liable for errors or delays or your inability to access Services caused by your equipment or for any other reason. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor or we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

4. Your Access Code and Password

Once you enroll in Online Banking and Bill Pay Services, you will be assigned an access code and a password. The first time you log on to our website you will be prompted to change your password. The new password you select must be a minimum of 6 characters, up to a maximum of 14 characters, which must consist of at least one upper case alpha, one lower case alpha and one numeric. Indiana Business Bank is entitled to act on instructions received through Online Banking under your password without inquiring into the identity of the person using the password. However do not give your password to anyone. For maximum security do not leave your personal computer unattended while you are in our Online Banking site.

5. Scheduling Payments.

For Bill Pay transactions payments are posted against your Account balance available for withdrawal, as defined in our Funds Availability Policy. In the event you do not have sufficient funds in your account to pay the scheduled bills, the Service will attempt to pay them for up to seven business days following the transaction date. We will send you a notice at your specified address that the payment did not take place on the originally scheduled date.

6. Delivery of Your Payments and Transfers

You may schedule payments to be initiated on the current business day, on a future business day, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through Bill Pay, twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods, payments can be initiated only on business days. Payments must be scheduled by the cut-off time for next-day transactions published in the Cut-Off Schedule on any business day in order for the payment to be initiated on the following business day. Internal transfers must be scheduled by the cut-off time for same-day transactions published in the Cut-Off Schedule on any business day in order for the transaction to be completed on that business day. Funds will be deducted from your Account on the business day on which a payment is to be "initiated". This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the closest preceding business day. For example, if you schedule a payment with a Transaction Date that happens to fall on a non-business day such as a Saturday or a Sunday, the payment will be deducted from your checking account on the Friday (business day) before the Transaction Date you entered. After funds are withdrawn from your Account, we may remit your payments by mailing your payee a check, by electronic funds transfer, including the Automated Clearing House (ACH) or by other means. Because of the time it takes to send your payment to them, your payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a same-day payment, next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your payees, including mailing time the Transaction Date should be a minimum of seven (7) business days prior to the date your payment is due, excluding any applicable grace periods. It is helpful if you allow additional time for a payment to be completed the first time you send a payment to the payee through the Service. This allows the payee to adjust to the new form of payment.

7. On demand and Recurring Payments.

With Bill Pay you may set up one-time payments or you may set up recurring payments. Recurring payments are those made for the same amount and made on a weekly, bi-monthly, monthly basis, etc. When setting up payments through Bill Pay, you may enter the number of payments you wish to make. Once started, recurring payments will be made automatically until the last payment scheduled is made, unless you initiate changes within Bill Pay.

8. Our Liability for Failure to Complete Transactions

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

- If through no fault of ours, you do not have enough money in your account to make the transfer;
- If the money in your account is subject to legal process or other encumbrances restricting transfer;
- If the transfer would go over the credit limit on your overdraft line (if any);
- If the system was not working properly, and you knew about the breakdown, when you started the transfer;

- If circumstances beyond our control (such as a fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
- If your payment or transfer was set up in a manner other than set forth in our agreement with you.

9. Changing or Canceling Payment.

Once you set up a payment, you can revise the amount or the due date online, prior to the cut-off time published in the Cut-Off Schedule, on the business day prior to the Transaction Date. You may contact our representatives at (317) 218-2180 during normal business hours to cancel a payment up to 5:00p.m. (CST) on the business day preceding the scheduled Transaction Date for a fee of \$15.00. After this date it is not possible to stop or cancel a payment. To delete payees from Bill Pay you must contact us at (317) 218-2180.

10. Statements

You will receive monthly account statements showing all payments and transfers made through the Services and fees deducted from your account during a month. The description, payment amount and date of the payment will be shown for each payment made through the Service during that statement cycle. The payee name will appear on your monthly statement only if it is included in the description field.

11. Fees for Services

Fees for services shall be payable in accordance with a schedule of fees as established and amended by Indiana Business Bank from time to time. Fees shall be automatically deducted from your account, and Indiana Business Bank shall provide to you monthly a notice of such debit(s) on account statements. (See section 27 for schedule of fees).

12. Business Days/Hours of Operation.

Our business days are Monday through Friday, excluding holidays. You can reach our customer service desk between the hours of 9:00AM and 5:00PM (CST), Monday through Friday or you may email us at ponlinebanking@indianabusinessbank.com (see section 13 regarding email communication to and from Indiana Business Bank.) Our lobby hours are 9:00AM to 5:00PM Monday through Friday, except for holidays.

13. Transmissions to and from the Website

Indiana Business Bank's Online Banking utilizes technology developed to safeguard data through encryption of information. This creates barriers between systems that can only be crossed with passwords. You may elect to use our Bill Pay Service to make payments out of your Account with us, however you cannot use email as a means to initiate or cancel transactions to and from your Account with us. You may communicate with us through email. We will attempt to answer email and mail communications promptly, however if you have a question or concern needing immediate attention please contact us during normal business hours to speak to a live service representative at (317) 218-2180 between the hours of 9:00AM and 5:00PM (CST) Monday through Friday.

14. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Services will therefore require an access code and a password. If you forget your password, please call (317) 218-2180 during normal business hours shown above. Indiana Business Bank employees will not ask you for your password. We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and you will not reveal it to anyone. You will notify us immediately if your password is lost or stolen or if you believe someone has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or payments or otherwise use the Services. Online Banking Services enables you to change your password; we encourage that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you.) You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your /password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

15. Liability for Unauthorized Transactions

Tell us *AT ONCE* if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within (2) business days you can lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lose after the sixty (60) days, if we can prove that we could have prevented someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe your password has been lost or stolen call 337-261-9440 during normal business hours shown above, or write to us at 250 East 96th Street, Suite 100, Indianapolis, IN 46240. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

16. Errors and Questions.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS:

Telephone us at (317)218-2180 from 9:00AM -5:00PM (CST) Monday through Friday, or Write us at: Indiana Business Bank, 250 E. 96th Street, Suite 100, Indianapolis, IN 46240, Attention: Online Banking as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You will need to do all of the following:

- Tell us your name and account number (if any);
- Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

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

17. Disclosure of Account Information to Third Parties.

We will disclose information to third parties about your account or the transfers you make;

- where it is necessary for completing transfers or resolving errors involving the Services; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- in order to comply with government agency rules, court orders, or other applicable law; or
- if you give us your permission; or
- as otherwise provided in other agreements you have with us regarding your accounts.

18. Authorization to Obtain Information.

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

19. Termination

If you want to terminate your access to the Services, call us at (317) 218-2180 during our normal business hours. After receipt of your call, we will send a written termination authorization for your signature to be returned to us. In order to avoid imposition of the next monthly Bill Pay service charge, we must receive your written authorization to terminate three (3) business days before your service charge is scheduled to be assessed. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING PAYMENTS PARAGRAPH BEFORE YOU TERMINATE ACCESS TO THE SERVICE. SEE SECTION NINE. We reserve the right to terminate the Services in whole or in part, at any time with or without prior written notice. In that event or in the event that you notify us you want to terminate, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access code and/or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

20. Limitation of Liability

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment and for any electrical, mechanical problems that are not caused by Indiana Business Bank and/or for any other reason.

21. Waivers

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of Indiana Business Bank.

22. Assignment

You may not transfer or assign your rights or duties under this Agreement.

23. Governing law

The laws of the State of Indiana and federal law shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

24. Amendments

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. However, we may make a change without any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. Even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement or by electronic means within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or to email address which you authorized to receive such notices and /or disclosures. You agree to promptly notify us if your mailing address or email address changes.

25. Indemnification

In consideration of being allowed access to the Services, you agree to indemnify and hold Indiana Business Bank harmless for any losses or damages resulting from the use of the Services, to the extent allowed by applicable law.

26. Security Procedures

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by Indiana Business Bank, which may be used only for authorized purposes. Indiana Business Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

27. Online Banking Service and Bill Pay Fee Schedule

Subject to Section 11, fees for Services are listed below. These fees are in addition to all other fees and charges applicable to your accounts.

- Basic Online Banking Service is free.
- Bill Pay Monthly service charge - \$4.95 monthly, up to 20 payments and \$.35 per payment thereafter.
- Bill Pay Stop Payment Fee - \$15.00 if done by phone (refer to section 9 above)
- Bill Pay research fee (minimum) \$10.00 hourly

Authorization – By signing below you are acknowledging receipt of the terms and conditions contained in the Indiana Business Bank Personal Online Banking/Bill Pay Agreement to which you agree to be bound.

Account Name: _____

Authorized Signer: _____

Email Address: _____

Mother's Maiden Name: _____

Last 6 digits of SS: _____

Signature: _____ Date: _____