

ONLINE BANKING ACCESS AGREEMENT



This Online Banking Access Agreement (the "Agreement") provides the terms and conditions governing the use of Online Banking, an internet-based banking service offered by First Internet Bank ("First IB"). By using any of the Online Banking services, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures applicable specifically to any such service and provided on First IB's web site. "You" and "your" refer to each person who opens or is authorized to use any account or service offered by First IB. "We" refers to First IB.

First IB is entitled to act upon instructions received with respect to any Online Banking service under your User ID, secret Password, and security answers and/or cookies ("login credentials") without inquiring into the identity of the person using these login credentials. First IB will establish access for you using a default Password. You shall immediately change your User ID and Password, and establish security questions and answers, upon your first log-in. If you do not log in within 60 days of being notified of your Password, we may disable your access to the Online Banking services, and you must contact First IB to restore access. You agree that you will not under any circumstances disclose your Password or security answers to anyone, including anyone claiming to represent First IB. You acknowledge that no one from First IB will ever ask you for your Password or security answers, and that First IB employees do not need your Password or security answers for any reason.

If the account(s) you hold with First IB is/are jointly owned, First IB will establish separate login credentials for each of the account owners. Further, First IB permits you to establish "shared access" to your account, in your discretion, for the purposes of creating separate login credentials for your account to one or more additional individuals at your request. In the event you elect to allow "shared access", First IB is entitled to provide access to and to act upon instructions received from any individual using the login credentials provided at your election pursuant to First IB's "shared access" program, without inquiring into the identity of the person using these login credentials.

You are liable for all transactions made or authorized with the use of your login credentials or third party login credentials provided, at your request, pursuant to the "shared access" program. First IB has no responsibility for establishing the identity of any person who uses such login credentials. You agree that if you give your login credentials to anyone or fail to safeguard their secrecy, you do so at your own risk since anyone with your login credentials, or login credentials issued under the "shared access" program, will have access to your accounts. You agree that if you believe the secrecy of such login credentials has been compromised, you will immediately notify First IB of that fact, and will immediately change such login credentials. We reserve the right to deny you access if we reasonably believe that any loss, theft or unauthorized use of any login credentials has occurred, but this in no way limits your liability for transactions that may have occurred.

Each person on a joint account or with access to a "shared access" account will be liable for all transactions that are made on that account.

To the extent permitted by law, you agree to indemnify and release First IB, its affiliates, and its service providers from any and all liability, and agree not to make any claim against First IB or bring any action against First IB, relating to its honoring or allowing any actions or transactions that were conducted under your login credentials or the login credentials of anyone to whom you have granted "shared access".

By directing First IB, through the use of any Online Banking service initiated with your login credentials or those of anyone to whom you have granted access to your account, to transfer funds or make a payment of any kind, you authorize First IB to withdraw from the designated account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing account information or services, and other communications received by First IB through the internet shall constitute legal endorsements, and shall have the same force and effect as a writing signed by you.

You agree not to use First IB's Online Banking services for any unlawful purposes, and understand that First IB may, in its sole discretion, restrict your access or ability to use its Online Banking services in the event that there has been a security breach or other unlawful use of its Online Banking services or systems.

MOBILE BANKING. Mobile Banking is an extension of the Online Banking service offered by First IB and is available to all customers who have enrolled in the service under the same general terms and conditions. To use Mobile Banking services, you will be required to use your existing login credentials. Not all features and services available through Online Banking are available via Mobile Banking. The use of Mobile Banking services may result in fees or charges from your mobile provider; First IB makes no representation regarding the applicability or extent of such costs.

You agree that you will not install software onto your mobile device that you are not familiar with or without familiarizing yourself with such software's terms and conditions. You agree to download mobile security software updates when available, to lock your mobile device if it is left unattended and to log off of Mobile Banking at the completion of any online session.

You agree that if your mobile device is lost or stolen or if you believe your login credentials have been compromised, you will immediately notify First IB of such event and will make reasonable efforts to ensure that your mobile device is immediately deactivated.

First IB makes available, to users of certain mobile devices, an application that will allow you to use your mobile device's built-in fingerprint-sensor technology as a separate form of login credential for Mobile Banking. This application cannot discern between the fingerprints of individuals enrolled on your device and, therefore, can only determine whether or not a fingerprint was successfully added to the device's fingerprint recognition repository and not whether that fingerprint belongs to the owner of any particular account. Should you elect to use this technology, you are liable, to the same extent as for all other login credentials, for all transactions made or authorized with the use of such fingerprint recognition credentials. You agree that if you believe your mobile device has been compromised or any party has validated an unauthorized fingerprint for access to your mobile device, you will immediately notify First IB of such event.

In addition to the above content, if you decide to use either FinanceWorks or the Purchase Rewards Offers applications, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our service providers. Certain Service and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this agreement.

OWNERSHIP. The Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. First IB and its service providers will use your login credentials and the information, files or data that you store or use in or with the Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data") to provide the Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

First IB and its service providers may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by service providers, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by service providers, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution; this is a process called "aggregation". When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a service provider on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or login credentials or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the

Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

PURCHASE REWARDS OFFERS. If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

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

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

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

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

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

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.