



Instant Payments (FedNow and RTP®) Addendum

This Instant Payments (FedNow and RTP®) Addendum, including all Schedules and disclosures attached hereto or incorporated herein (collectively, and all as amended from time to time, this "Addendum"), establishes the terms and conditions upon which First Internet Bank of Indiana will provide Instant Payment Services to you. This Addendum is a part of your Online Banking Access Agreement with us (as may be amended, the "Agreement").

As used in this Addendum:

- (a) "Business Day" means Monday through Friday, excluding Federal holidays;
- (b) "FedNow Network" means the network of Federal Reserve Banks participating in the FedNow instant payments service offered by the Board of Governors of the Federal Reserve System;
- (c) "Funding Account" means an eligible deposit account with the Bank that you have designated for Bank to debit or credit with respect to an Instant Payment;
- (d) "Instant Payment" means a Payment Instruction that Bank acts on through the RTP Network or the FedNow Network.
- (e) "Instant Payment Network" means the FedNow Network or the RTP Network.
- (f) "Instant Payment Services" means the services provided to you through this Addendum.
- (g) "Participating FI" means a financial institution that participates in the RTP Network or the FedNow Network as a receiver of payments for its customers who are Receivers;
- (h) "Payment Instruction" means an instruction to cause Bank to pay a fixed amount of money denominated in U.S. Dollars to a Receiver;
- (i) "Payment Acknowledgment" means a message submitted to the RTP Network by or on behalf of a Receiver to acknowledge receipt of an RTP Payment;
- (j) "Payment-related Message" means (a) a Request for Payment, (b) a Request for Information, (c) a Remittance Advice, (d) a Payment Acknowledgment, or (e) a Request for Return of Funds;
- (k) "Remittance Advice" means a message submitted to the RTP Network that is associated with, and that provides additional information about, an RTP Payment;
- (l) "Request for Information" means a message submitted to the RTP Network by or on behalf of a Receiver to request additional information in connection with an RTP Payment;
- (m) "Request for Payment" means a message submitted to the RTP Network to request an RTP Payment from a Receiver;
- (n) "Request for Return of Funds" means a message submitted to the RTP Network to request return of funds related to an RTP Payment; and
- (o) "RTP® Network" means the RTP® payment network maintained by The Clearing House Payments

Company L.L.C. (along with its affiliates that may be involved in providing the RTP Network, "TCH").

"You" or "Customer" means the person consenting to this Addendum and who is authorized to use the Instant Payment Services in connection with a Funding Account. "We", "us" and "Bank" mean First Internet Bank of Indiana. All other capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.

Until you or we terminate the Instant Payment Services, Instant Payment Services will be "Services" provided to you subject to and in accordance with the terms of the Agreement; *provided that*, if there is any conflict between the terms of this Addendum and the terms of the Agreement, then to the extent such terms apply to Instant Payment Services, the terms of this Addendum shall control.

1. Instant Payment Services

- The Instant Payment Services allow you to use the RTP Network or FedNow Network to initiate Instant Payments to businesses and consumers ("Receivers") with deposit accounts at Participating FIs in real-time, twenty-four hours a day, seven days a week, fifty-two weeks a year. The Instant Payment Services enable you to initiate Instant Payments from a Funding Account to accounts of Receivers and to send and receive Payment-related Messages to and from Receivers as may be permitted by Bank from time to time.
- The Instant Payments Service is made available to you in part pursuant to agreements between Bank and TCH and Bank and the Board of Governors of the Federal Reserve System, respectively. TCH maintains the RTP Network and the Board of Governors of the Federal Reserve System maintains the FedNow Network and each will be a third-party beneficiary of this Addendum, entitled to the benefits and protections of the applicable terms and conditions.
- You may access the Instant Payment Services through Online Banking if you have subscribed for Bank's Online Banking service, or by other means made available by Bank from time to time and expressly approved by Bank in writing in advance. Payment Instructions and Payment-related Messages must be transmitted or delivered to Bank in compliance with the applicable Security Procedures and in compliance with the transmission and format requirements and cut-off times established by Bank, which may be changed by Bank from time to time. You acknowledge and agree that Bank may delay or suspend the processing of any Payment Instructions or Payment-related Messages to verify compliance with applicable law and/or Instant Payment Network rules and may reject any Payment Instructions or Payment-related Messages for failure to comply with applicable law and/or Instant Payment Network rules.
- You authorize Bank to accept and execute each Payment Instruction sent in your name as sender if it is authorized by you or your agent, or accepted by Bank in good faith and in compliance with the "Security Procedures" described below. You are solely responsible for the accuracy and completeness of all Payment Instructions and Payment-related Messages delivered to Bank by you or on your behalf. Bank is not responsible for detecting errors in Payment Instructions or Payment-related Messages and shall be fully protected in processing such Payment Instructions and Payment-related Messages as received by Bank.
- You are solely responsible for ensuring that the Instant Payment Services are used only by you or authorized users within your organization. You will notify Bank immediately if you become aware of any unauthorized access to or use of the Instant Payment Services, or if your access credentials have been lost, stolen, or compromised. You will cooperate with Bank in any investigation and any effort by Bank to recover funds on your or Bank's behalf and agree to take corrective measures to protect your account from further unauthorized use or fraudulent activity. You will provide to Bank and keep current all information Bank reasonably requires from time to time with respect to each authorized user and will notify Bank immediately if an authorized user ceases to be associated with you or your organization or is no longer authorized to access the Instant Payment Services on your behalf, or if for any other reason you would like to modify or remove an authorized user's access to the Instant Payment Services. In Bank's discretion, Bank may deny access to the Instant Payment Services to any user.
- In most cases, an Instant Payment will occur immediately; however, there are circumstances when the Instant Payment may take longer or may be rejected entirely. For example, in order to protect you, Bank

and the other Participating FIs, Bank may need additional time to verify your identity or the identity of the intended Receiver. Instant Payments may also be delayed to investigate suspected fraud or comply with regulatory requirements, if you fail to have or maintain immediately available funds in your Funding Account sufficient to settle the requested Instant Payment, if Bank believes in good faith the Payment Instructions or Payment-related Messages were not authorized, or if the Instant Payment would result in a violation of any applicable law, regulation, court order, Instant Payment network rule or the rights of any third party. If Bank delays or rejects an Instant Payment that you have initiated, Bank will endeavor to notify you but will have no liability for failing to do so.

- Bank has no control over the actions of Receivers, other Participating FIs, other financial institutions, or any other third parties that could delay or prevent an Instant Payment. Bank is not responsible for any delay or failure to effect your Payment Instructions or Payment-related Messages due to circumstances beyond Bank's control including disruptions in communications facilities, power or equipment failures, and the neglect, action, or failure to act of any Receiver, other Participating FI, or any other third party.
- You agree to pay to Bank the amount of each Instant Payment originated by you or on your behalf in immediately available funds on or before the processing of the Instant Payment. You agree to maintain in the applicable Funding Account a balance of available funds to pay for each Instant Payment and Bank will debit the Funding Account for the total amount of each Instant Payment. If Bank is unable to debit the Funding Account in connection with any Instant Payment because the applicable Funding Account has insufficient funds or for any other reason, then the Instant Payment will not be processed and the Payment Instruction will be rejected. Bank is not required to provide notice to you of any such rejection.
- You have no right to cancel or amend any Payment Instruction or Payment-related Message after it has been received by Bank.
- Bank reserves the right, at any time in its sole discretion, to impose limits on the amount(s) and/or number of Instant Payments you may initiate over a certain period of time. If you attempt to initiate Instant Payment(s) in excess of your limit, such Instant Payment(s) may be rejected. If you are permitted to initiate Instant Payment(s) in excess of your limit, such Instant Payment(s) shall be subject to this Addendum, and Bank is not obligated to accept similar Payment Instructions at other times.
- Each time you send a Payment Instruction through the Instant Payment Services, you represent and warrant that (1) the Instant Payment you are initiating is either for your own account, the account of your corporate affiliate, or the account of a third-party where such Instant Payment is being made to effectuate, and is integral and necessary to, any service, sale, or purpose (other than the payment itself) between you and the third-party for whom the Instant Payment is conducted, and (2) you are authorized by the Receiver to make funds transfers to the Receiver's account.
- If your Payment Instruction identifies the Receiver by both a name and an identifying or bank account number, and the name and number identify different persons, execution of the Payment Instruction, payment to the Receiver, or cancellation of the Payment Instruction may be made solely on the basis of the number. If your Payment Instruction identifies any bank by both a name and an identifying number and the number identifies a bank different from the bank identified by name, any bank may rely solely on the identifying number. In that instance, you are obligated to pay Bank the amount of the Instant Payment originated by Bank on the basis of that Payment Instruction.

2. Compliance with Instant Payment Network Rules and Applicable Law

- You agree to comply with all applicable laws, the RTP Network Operating Rules, and the rules, guidelines, standards, and procedures issued by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank related to the FedNow Service for instant payments, including but not limited to Operating Circular No. 8 and Subpart C of Regulation J (12 CFR § 210.40 et seq.) and the rights, obligations, and limitations on liability contained therein (the "FedNow Service Rules") in connection with your use of the Instant Payment Services, and you agree not to use the Instant Payment Services in any manner that would cause Bank to be in violation of applicable laws or the Instant Payment Network rules.
- You agree that you shall not use the Instant Payment Services to make or receive any of the following types of payments (each, a "Prohibited Payment"): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control (ii) payments to accounts domiciled outside the United States, (iii) payments transmitted solely for the purpose

of determining whether the Receiver account information is valid (a "Test Payment"); provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver account information provided to you by a Receiver that wishes to receive a payment from you; (iv) transfers that violate any law including, but not limited to (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction.

- You acknowledge that you are permitted to use the Instant Payment Services solely for the purpose of making payments from or receiving payments to your account consistent with the terms of use of the account set forth herein, and that to the extent you are sending or receiving a payment through the Instant Payment Services for another person, such other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.
- You agree to obtain all consents and authorizations of third parties required under applicable law and/or the Instant Payment Network rules permitting you to initiate Payment Instructions or Payment-related Messages, and you agree to retain the originals of such consents and authorizations for at least two (2) years after expiration, revocation, or termination thereof. You agree to provide a copy of each consent or authorization within a reasonable time upon request by us but in all events within sufficient time to allow us to deliver the authorization to a requesting Participating FI within ten (10) business days of request.
- You represent and warrant and agree that you will not use the Instant Payment Services to conduct Money Transmission Transactions unless (i) at least one of the parties in the Money Transmission Transaction is a corporate affiliate of yours, or (ii) the Money Transmission Transaction effectuates and is integral and necessary to a service, sale, or purpose (other than the Money Transmission Transaction itself) between you and the person for whom the Money Transmission Transaction is conducted. "Money Transmission Transaction" means a transaction or series of transactions in which a party serves as an intermediary in the transmission of funds or the value of funds between other parties.
- If a third-party service provider sends Payment Instructions or Payment-related Messages to us on your behalf, you acknowledge that the third-party service provider is your agent and you agree that you shall require any third-party service provider to fully comply with all of the terms and conditions set forth in this Addendum as well as all applicable terms and conditions of the Agreement.

3. Security Procedures

- Bank requires that the Payment Instructions transmitted or delivered by you or on your behalf be delivered to Bank pursuant to security procedures as provided in the Agreement, this Addendum and as separately provided to you (the "Security Procedures"). You acknowledge that you have reviewed the Security Procedures and agree that they are commercially reasonable for you as a means of authenticating Payment Instructions communicated by you or on your behalf to Bank in light of the size, frequency, and amount of Instant Payments you expect to initiate.
- You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, the transmission or content of Payment Instructions. Any Payment Instructions delivered or transmitted by you or in your name is effective as your payment instruction and will be enforceable against you whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter, if such Payment Instructions are received in accordance with the applicable Security Procedures and Bank accepts such Payment Instructions in good faith.
- Bank may use additional procedures to verify or authenticate Payment Instructions, other than those described herein, and you agree to implement any other reasonable procedures established by Bank in order to further protect your Payment Instructions.
- If any Payment Instructions are transmitted or delivered to Bank by you, or on your behalf, other than in compliance with the Security Procedures, and if Bank accepts such Payment Instructions in good faith, then you agree to be bound by such Payment Instructions and you must pay the amount of the resulting Instant Payment whether or not authorized, and you will be deemed to have refused the security procedures that Bank offers and recommends as "commercially reasonable." However, Bank has no obligation to accept any Payment Instruction that is not transmitted or delivered in compliance with the Security Procedures and Bank will not be liable for any losses, damages or costs suffered by you or any

third party as a result of (i) Bank's refusal to act upon any Payment Instruction which has been transmitted or delivered to Bank other than in accordance with the Security Procedures and other procedures described herein after reasonable efforts to verify the authenticity of such Payment Instruction have failed, or (ii) Bank's delaying such action until such verification is obtained.

- You agree to use only secure, encrypted channels that we make available to you in order to send us banking information or Payment Instructions. You agree not to send confidential information regarding banking accounts or Payment Instructions through unencrypted channels such as email.
- You agree that we shall have no liability to you for any damages, losses, or expenses you incur as a result of fraud by third parties, including any of your administrator, authorized users, agents, employees, or representatives, in connection with Instant Payment Services. You or your administrator may set transaction limitations and establish internal controls for Payment Instructions and Payment-related Messages. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions.

4. Availability of Funds

- Funds transferred through the Instant Payment Services will be credited to the Receiver's account by the Receiver's Participating FI immediately upon completion of the Payment Instruction and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

5. Payment

- You will maintain in your Funding Account(s), as of the submission of a Payment Instruction, collected funds sufficient to cover all Payment Instructions initiated by you or on your behalf.
- You will pay Bank the fees and charges for Instant Payment Services in accordance with the terms of the Agreement. Such charges do not include, and you also shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to Instant Payment Services.
- You authorize us, without prior notice or demand, to debit or set off against your account(s) with us for any fees, charges, or other amounts payable by you under this Addendum.

6. Risks

- There are risks associated with using the Instant Payment Services. Instant Payments are irrevocable and cannot be reversed. You should only use the Instant Payment Services to make payments to Receivers that you know. If you receive a request for payment through the Instant Payment Services, you should verify that the request relates to a payment you were expecting to make to the person who requested payment. If a request for payment that you receive through the Instant Payment Services does not relate to a payment you were expecting to make to the person who requested payment, please notify us at 888-873-3424 or bank@firstib.com. If a person contacts you outside of the Instant Payment Services and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Payment Instruction or Payment-related Message. If you send payment to a person that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.
- Bank does not provide buyer protection with respect to Instant Payments. That means that you cannot reverse or dispute an Instant Payment on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.
- The RTP Network does enable you to request that the Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered an incorrect Payment Instruction or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver information or the information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Instant Payments Services (a "Return Request"), please notify us at 888-873-3424 or bank@firstib.com. Our sole obligation is to transmit the

Return Request to the Receiver's Participating FI. Bank cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

- You understand and agree that you are responsible for all Instant Payments. Instant Payments that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all Instant Payments that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or Instant Payments you initiate in error.

7. Liability; Limitations on Liability; Indemnity.

- BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE INSTANT PAYMENT SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INSTANT PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT YOUR SOLE RISK. BANK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE INSTANT PAYMENT SERVICES WITH RESPECT TO ITS CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY. BANK SHALL NOT HAVE ANY RESPONSIBILITY FOR ANY OTHER ASPECT OF THE PERFORMANCE OF THE INSTANT PAYMENT SERVICES OR FOR ANY FAILURE OR DELAY IN THE EXECUTION OF ANY TRANSACTIONS THROUGH THE INSTANT PAYMENTS SERVICE.
- YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. BANK MAKES NO WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE INSTANT PAYMENT SERVICES, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED BY YOU THROUGH THE INSTANT PAYMENT SERVICES, AND BANK DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- Neither Bank nor any of its third party providers shall have any liability, contingent or otherwise, to you or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to the Instant Payment Services, or for any interruption or disruption of such access or any erroneous communication among Bank and you, regardless of whether the connection or communication service is provided by Bank or a third party service provider.
- You agree that you, not Bank or an Instant Payment network, are responsible for resolving any payment or other disputes that you may have with any Receiver using the Instant Payment Services. You agree to notify us promptly in the event of any such dispute.
- In the event and solely to the extent that a Payment Instruction or Instant Payment is governed by Article 4A of the Uniform Commercial Code of Indiana ("*Article 4A*"), except as otherwise expressly required by Article 4A, Bank's sole and exclusive liability to you for any delay in executing, improper execution, or failure to execute a Payment Instruction shall be to assist you in retransmitting the Payment Instruction. If, in any case, Bank is liable to you for lost interest, Bank will calculate interest based on Bank's then current account rate applicable to the Funding Account. With respect to services performed hereunder outside the scope of Article 4A, Bank shall only be liable as set forth in this Addendum or as required by applicable law.
- Bank shall be excused from failing to transmit or delay in transmitting a Payment Instruction if such transmittal would result in us exceeding any limitation upon our intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- The provisions of this Section shall survive termination of this Addendum or the Agreement.

8. Financial Information and Audit.

- Bank may from time to time request information from Customer in order to evaluate a continuation of the

Instant Payment Services and/or adjustment of any limits on Customer's use of the Instant Payment Services. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with the Agreement, this Addendum or the Instant Payment Services. Customer specifically authorizes Bank to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure related to the Instant Payment Services. Customer hereby acknowledges and agrees that Bank shall have the right (but not the obligation) to mandate specific internal controls at Customer's location(s), and Customer shall comply with any such mandate. If Customer refuses to provide the requested financial information, if Bank concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Addendum, Instant Payment Network rules or any other applicable law, rule or regulation, Bank may terminate the Instant Payment Services and this Addendum.

9. Unauthorized Access/Transfers

- Tell us AT ONCE if you believe your online banking credentials have been lost, stolen or if you believe someone has submitted Payment Instructions or otherwise used the Instant Payment Services without your permission. Telephoning is the best way of keeping your possible losses down. Telephone us at 888-873-3424 or write us at bank@firsttib.com. A written notification from you may be requested following your telephone call.
- You are responsible for safekeeping of your password and account security; you may be liable for the full amount of any unauthorized transfers which arise from loss or theft of your account credentials.

10. In Case of Errors or Questions about Instant Payment Services

- Contact us 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. If your account is a business account (i.e., not opened for personal, family or household purposes), you must tell us not later than 10 days after the FIRST statement is delivered to you in which the problem or error appeared. If your account is a consumer account (i.e., opened for personal, family or household purposes), you must tell us no later than sixty (60) days after the FIRST statement is sent to you in which the problem or error appeared.
- Telephone us at 888-873-3424 or write us at bank@firsttib.com AND:
 1. Tell us the name and account number.
 2. Describe the error or 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.
 3. Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. For consumer accounts, we will tell you the results of our investigation within ten (10) business days after we hear from you (or within twenty (20) business days, in the case of a claim made within thirty (30) calendar days after an account is opened ("New Account")) and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question.
- If we decide to do this, we will re-credit a consumer account within ten (10) business days (twenty (20) business days for New Accounts) 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 your complaint or question within ten (10) business days, we may not re-credit your account. If we decide there

was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

11. Indemnification

- You agree to indemnify, defend, and hold Bank and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Instant Payments Service, our reliance on the Payment Instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your accounts.

12. General Terms

- We may change, amend, supplement, or modify any of the terms and conditions contained in this Addendum or any Schedule, including without limitation, any cut-off time, any business day, and any fee or charge, in accordance with provisions of the Agreement regarding changes in terms thereof. Your continued use of the Instant Payment Services after any such change constitutes your acceptance of such change.
- You may terminate the Instant Payments Services at any time by giving us written notice. Such termination shall be effective on the second business day following the day we receive your written notice or such later date as specified in that notice. Notwithstanding anything to the contrary herein, this Addendum shall terminate at the same time the Agreement is terminated. Termination shall not affect any of Customer's obligations arising under the Agreement or this Addendum in connection with Instant Payment Services performed prior to or after such termination.
- Notices required or permitted hereunder shall be given in accordance with the terms of the Agreement. When this Addendum or our policies and procedures specify that a request or notice to us is to be given by telephone, then notice must be given to First IB in a phone call to the telephone number we specify in such policies and procedures.
- If any provision of this Addendum is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.
- The Instant Payment Services are provided by Bank in the State of Indiana. As such, the laws of the State of Indiana will govern this Addendum, without giving effect to any principles of conflicts of laws. You agree that the Arbitration and Waiver of Class Action section of the Deposit Account Terms and Conditions governing your deposit accounts is hereby incorporated by reference as if fully set forth herein. Any and all disputes, controversies, or claims arising out of or relating to this Instant Payments Addendum and/or the Instant Payment Services shall be resolved according to the terms of the Arbitration and Waiver of Class Action section of your Deposit Account Terms and Conditions.
- If you have any questions about the Instant Payment Services or this Addendum, you may contact us at the phone number or postal address below:

First Internet Bank of Indiana
8701 E. 116th Street
Fishers, Indiana 46038
PHONE: (888) 873-3424

- You may access our Privacy Policy at <https://www.firstib.com/privacy-security/privacy/> relating to the collection and use of your information.
- You may access our Electronic Fund Transfer (EFT) disclosure at <https://www.firstib.com/disclosures/electronic-funds-transfer-disclosure/>.
- Each person who consents to this Addendum and/or utilizes the Instant Payments Services on behalf of

a Customer represents and warrants to Bank on behalf of each and every Customer for which he or she is the signatory that: (i) this Addendum and Customer's performance of its obligations hereunder has been duly authorized and approved by all necessary corporate action of the Customer; (ii) such person is the Customer or a duly authorized officer, agent or employee of such Customer and has been duly authorized to bind such Customer to the terms of this Addendum; (iii) that such Customer is individually obligated and bound by the terms of this Addendum; and (iv) that all representations and warranties contained in this Addendum are true and correct.