

This Online Banking Access Agreement, including all schedules and disclosures attached or referenced herein (together, the "Agreement"), and applicable federal and state laws, establish the terms and conditions for the use of online and digital banking services (collectively, "Services") offered by First Internet Bank of Indiana ("First IB", "we", or "us"). By using the Services, you agree to abide by this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures related to the Services that are provided to you on First IB's website, mobile application or otherwise. The person or entity who uses the Services or consents to this Agreement is referred to herein as "Customer" or "you".

GENERAL TERMS OF SERVICES

A. Enrollment. In order to use the Services, you must complete and execute the online banking enrollment process. The Services will be available for use only in connection with the deposit accounts and/or loan accounts you own or have appropriate authorization to access (collectively, the "Accounts" and individually, an "Account"). You agree that we may rely upon the accuracy of the information you submit to us until you change the information in the manner specified in this Agreement. You may change your information by contacting First IB or through the Services. You agree that First IB will have a reasonable amount of time to act upon and implement any such change.

First IB is entitled to act upon instructions received using your User ID, password, and security answers and/or cookies ("login credentials") with respect to the Services without inquiring into the identity of the person using the login credentials. If the Account(s) is/are jointly owned, First IB will establish separate login credentials for each of the account owners. 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 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.

B. Account Agreements. This Agreement supplements, but does not supersede or replace, your account agreements with us that govern the Accounts, including without limitation, the First Internet Deposit Account Terms and Conditions and the applicable account disclosure statements and fee schedules, as in effect from time to time (collectively, your "Account Agreement"). If the terms of this Agreement conflict with the terms of your Account Agreement, then to the extent such terms apply to the Services, the terms of this Agreement shall control.

C. Customer Use Limitations. If your Account Agreement requires multiple signatures for withdrawals or transfers from an Account, the requirement for multiple signatures will not apply to withdrawals and transfers initiated through the Services. You are responsible for controlling access to the Services and for the implementation and enforcement of any limitations you place on access to the use of the Services. We are not obligated to enforce or attempt to enforce such limitations, even if we are aware of or could have discovered such limitations.

D. Liability; Use. By directing First IB, through the use of your login credentials or those of anyone to whom you have granted access to your Account(s), 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. You are liable for all transactions made or authorized with the use of your login credentials. 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 will have access to your accounts. 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. You agree not to use the Services for any unlawful purposes, and understand that First IB may, in its sole discretion, restrict your access or ability to use the Services in the event that there has been a security breach or other unlawful use of the Services.

E. Fees and Charges. You agree to pay the fees and charges for the Services in accordance with our separately agreed pricing, as in effect from time to time, which constitutes a part of this Agreement and is incorporated in this Agreement by reference. Fees and charges for the Services will be paid in accordance with the terms of your Account Agreement applicable to payment of other fees and charges for your Accounts. If more than one person or entity signs this Agreement as "Customer" you agree that you are jointly and severally liable with every other Customer hereunder for all fees and charges for the Services, whether or not you requested or directly benefited from such Services, and that we may debit your Accounts or any other deposit account with us for the amount of fees and charges owed.

F. Changes in Terms. We have the right to change, delete and/or supplement any of the terms and conditions of this Agreement, including the charges and fees for the Services, at any time. We will notify you of any changes by sending you written notice, notice given when you log on to use the Services, and/or by posting a notice of such changes on our website, in each case, specifying the effective date thereof. If permitted or required by applicable law, and when we reasonably deem it necessary based upon emerging threats or guidance or best practices from regulatory agencies, we may implement such changes or supplements without prior notice to you, otherwise, we will give you notice before the effective date. Your use of the Services after the effective date of such changes or supplements will constitute your consent and agreement thereto.

G. First IB Policies and Procedures. From time to time, First IB may implement, amend, or replace rules, policies, and procedures (including security policies and procedures) related to or governing some or all of the Services, including instructions that appear on the screen(s) where you will enter transaction information. We will notify you of such matters by written notice, notice given when you log on to use the Services, and/or by posting them on our website. Your use of the Services after you are notified will constitute your consent and agreement thereto. All such rules, policies, procedures, and instructions, as in effect from time to time, are incorporated in and shall constitute a part of this Agreement.

H. Access to Account Data. Some of the Services provide you with balance and other Account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. In addition, posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons.

I. Stop Payment Service. You may stop payment on a check through Online Banking by providing us with timely, complete and accurate information on: the number of the Account on which the check is drawn; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents), and any other information you are prompted to provide when you use this Service. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. A stop-payment request is not effective until we confirm receipt and have verified that the item has not been paid. Stop payment requests submitted through Online Banking are subject to the terms of your Account Agreement governing stop payment requests.

J. Periodic Statements. The periodic statements provided by First IB for the Accounts will reflect transactions executed through the Services. See your Account Agreement for information regarding periodic statements, including your obligation to review your periodic statements and to notify us promptly of any discrepancy between your records and the information in any periodic statement. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We are not obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

K. Unavailability of Services. At certain times, the Services will be or may be unavailable due to system maintenance or other circumstances. Also, First IB has the right to suspend any or all of the Services, or to suspend your use of the Services, at any time. We may, in our sole discretion, refuse to accept or otherwise execute any instruction or request for Services. We intend to give you notice in advance of any potential delay in the processing of requests due to system maintenance, and of any such suspension of the Services, but we are not obligated to do so. When using or attempting to use the Services, you may experience technical or other difficulties (for example, problems with sign on, connectivity, etc.). We are not liable for and you assume all responsibility for any technical or other difficulties or any resulting damages that you may incur.

L. Reliance on Third Parties. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We are not responsible for any services you receive from third party vendors.

M. Credit Exposure; Limits. To mitigate credit and other risks to you and First IB, we may place limits on the volume or dollar amount of transactions you may initiate through the Services, and we may refuse to execute transactions that exceed any such limit. We will disclose those limits to you by written notice, by notice given when you log in or otherwise use the Services and/or by posting them on our website. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our exposure and your credit worthiness.

N. Cancellation of Services. You may cancel your use of the Services at any time by providing us with written notice. Your access to the Services will be terminated within 14 business days of our receipt of your written Service cancellation instructions. If more than one Customer is a party to this Agreement, cancellation by one Customer will not be effective as cancellation by any other Customer. We may cancel this Agreement, or any of the Services, with or without cause, immediately upon giving you written or telephonic notice of such cancellation. If more than one Customer is a party to this Agreement, we may cancel this Agreement with respect to one Customer without canceling it as to other Customers. You will remain responsible for all amounts owed under this Agreement, including all fees and charges incurred prior to the date this Agreement with you is canceled. The indemnity and liability limitation provisions of this Agreement will survive any cancellation.

O. Use of E-Mail. You may communicate with us about the Services by e-mail; however messages sent to us through e-mail are not reviewed by us immediately as we receive them. You agree that, unless we specifically direct you to do so, you will not send us an e-mail instructing us to do any of the following: (i) initiate withdrawals from or transfers between your Accounts; (ii) change any of your contact information; (iii) change any user IDs or passwords; (iv) open or close any Account; (v) submit stop payment requests; (vi) cancel any or all of the Services; (vii) notify us of unauthorized use of passwords or Services; or (viii) to give us any notice that you are required or permitted to give under the terms of this Agreement. We may, in our sole discretion, refuse to act on any request for any transaction involving the Accounts that is made to us by e-mail. You agree that you will not include any sensitive information about you, your Accounts in an e-mail that is not encrypted and sent through a secure e-mail system. Further, you acknowledge that even though your e-mail may be encrypted, we cannot assure that it will not be intercepted or affected by the acts or

omissions of others, and you agree that we will have no liability for any damage or loss you incur as a result thereof.

MOBILE BANKING

Mobile Banking is an extension of the Services and is available to all customers who have enrolled in the Services 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.

SYSTEMS AND SECURITY

A. Administrator. You understand and agree that you or an individual you identify will have the authority to use the Services and to determine which other individuals (referred to herein as "authorized users") will be authorized to use the Services on your behalf. The individual you designate as the administrator shall have the responsibilities and authority specified in this Agreement until you name a different individual to serve as administrator by executing and delivering to us a notice of change, and we have had sufficient time to process the change. You or your administrator will be responsible for: (i) creation, proper distribution and maintenance of individual User IDs and passwords for each authorized user of the Services; (ii) maintaining the ability of the authorized users to access the Services; (iii) establishing limits on each authorized user's authority to access information and conduct transactions using the Services; (iv) adding, removing and making other changes to the transaction rights of authorized users; and (v) ensuring that at all times we have current contact information for the administrator and all authorized users. An individual's designation as an authorized user shall continue to be effective until your administrator removes the individual as an authorized user. You assume sole responsibility for the actions of the administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the administrator to use the Services. All actions and omissions of your administrator and each authorized user related to the Services are your acts or omissions for all purposes of this Agreement.

B. Passwords. When the Services are available to you, First IB will provide you or your administrator an ID and password necessary to access, transact or conduct the Services. During the initial logon, you or your administrator must change the password. You accept full responsibility to maintain the confidentiality and security of passwords used to access the Services, and to ensure that no passwords or other security codes are used by or accessible to anyone other than you, your administrator and, as appropriate, authorized users.

You agree to change or to cause the administrator to change the passwords assigned to your authorized users on a regular basis. You agree to change your passwords whenever anyone who has had access to

your passwords is no longer authorized by you to use the Services. We may require you to change your passwords at any time. OUR EMPLOYEES WILL NEVER ASK FOR YOUR PASSWORDS.

C. Authority to Act on Valid Passwords. You authorize First IB to act on all instructions and requests for Services given by a user utilizing a valid password. You agree that First IB has no duty or obligation to verify the identity or authority of any user of the Services who gains access to the Services using a valid password. You are solely responsible for all transactions on your Accounts that result from the use of the Services by anyone who utilizes a valid password. You agree to pay all fees and charges imposed in connection with the use of the Services by any user utilizing a valid password. You are solely responsible for and assume the risk of any consequences of the fraudulent, unauthorized, illegal, or improper use or misuse of the Services by you, your administrator, your agents, employees, and representatives, and any person who possesses a valid password. You agree that First IB is not responsible for any loss or damage occasioned by instructions First IB receives from a user using a valid password, including any account shortage resulting from fees, charges, or overdrafts, and costs and attorneys' fees incurred by First IB in collecting or attempting to collect any deficit.

You agree that for purposes of this Agreement, each of the following is a "valid password": (i) any password issued to you by First IB, (ii) any password created or changed by or at the direction of you or your administrator, or through the authorized or unauthorized use of you or your administrator's password or the password issued by First IB, or (iii) any password created or changed by or at the direction of a user registered by you or your administrator or through the authorized or unauthorized use of you or your administrator's password, or through the authorized or unauthorized use of a registered user's password.

D. Unauthorized Use of Passwords. If you believe or suspect that any password information has been known or accessed by an unauthorized person, you agree to notify us immediately by telephone, and to change immediately all passwords used by the administrator and any other authorized user. The occurrence of unauthorized access to passwords will not affect the Customer's liability with respect to any Services provided and transactions executed in good faith by First IB before First IB is notified of such unauthorized access and has a reasonable time to implement measures to prevent unauthorized transactions.

E. Computer Systems. You are responsible for procuring, installing, operating, securing, and maintaining all computer hardware, computer software, communication devices, and other equipment and internet access necessary or desirable to enable us to provide the Services to you and for you to perform your duties and obligations under this Agreement. You are solely responsible for ensuring the compatibility of your computer hardware, software, peripherals, device drivers, third party operating systems, and other third party software with the Services. You agree that, at a minimum, you will (i) use commercially available anti-virus software on such computer(s) and continually update the software, in any event within four days of the release of any software updates; (ii) scan such computer(s) for malware not less frequently than monthly, using commercially available anti-malware software; and (iii) implement and maintain an appropriate firewall between such computer(s) and the Internet. You agree to use a browser that is supported for our Online Banking Services and to continuously update the browser with available upgrades, fixes, and enhancements. You agree to use a browser that supports 256-bit encryption, TLS 1.2+, JavaScript, and first and third party cookies, and which meets such other specifications and requirements as we may impose from time to time. (Additional information about supported browsers is available in the FAQs at www.firstib.com.) You acknowledge that we are not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although we may make browser software available to you by facilitating a link to a third party site where you may download such browser software, we make no endorsement of any specific browser software.

F. Acceptance of Security Procedures. You will review and implement, and you agree to comply with, all our security policies and procedures with respect to transactions and Services covered by this Agreement, as in effect from time to time. Such security policies and procedures include those stated in this Agreement, any security policies and procedures identified in notice that we may give you from time to time in writing or by e-mail, and any we may identify or describe via the Services or on our website from time to time. We may change our security policies and procedures at any time. We may advise you of such changes to the extent they affect your use of transactions and Services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security policies and procedures the highest level of confidentiality. By using the Services, you acknowledge and agree that you have reviewed information regarding our security policies and procedures that we have provided to you on our website or otherwise, and that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

G. Monitoring and Audit Rights. You agree that we have the right to monitor and review all banking activity conducted on our Online Banking system. You further agree that we may conduct audits from time to time which may include all aspects of your use of the Services, and that if requested by us, you will give us access to your documents and records that we reasonably require to determine that you are complying with the terms of the this Agreement. You agree that we may require changes to the IT infrastructure and/or your security procedures as a condition of your use of the Services.

H. Your Information and Account Data with Us. First IB and its service providers will use your login credentials and the information, files and data that you store or use in or with the Services (collectively, "Account Data") to provide the Services, 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 also 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. 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; (ii) publish summary or aggregate results 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.

I. 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 6ervices 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 6ervices you have selected; (iv) for the security or protection of the 6ervices you have selected; (v) for the evaluation, introduction, implementation, or testing of the 6ervices you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in assist us in performing our obligations to you in providing the services you have selected.

If you select services that are offered by third parties or merchants 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 additional First IB 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.

REMEDIES AND INDEMNIFICATION

A. Our Standard of Care and Disclaimer of Warranties. We will exercise reasonable care in our performance of the Services to be provided under this Agreement and we will follow all federal and state laws and regulations applicable to this Agreement and the performance of the Services.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you have requested the Services for your convenience and have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions with respect to your Accounts.

B. Remedies and Limitation of Liability. YOU AND WE AGREE THAT IT IS IMPRACTICAL IF NOT IMPOSSIBLE TO FIX AN AMOUNT RECOVERABLE FOR LOSS, DAMAGE, OR INJURY THAT MIGHT ARISE OUT OF OR RELATED TO SERVICES PROVIDED BY US UNDER THIS AGREEMENT. ACCORDINGLY, YOU AND WE AGREE THAT our liability to you arising from our failure to perform any Service in accordance with the terms of this Agreement shall not exceed the lesser of (i) the actual, direct damages incurred by you as a result of such failure, or (ii) the amount of fees paid by you for the Service to which your claim for damages relates during the period of two full calendar months preceding the date you notify us of the failure.

You acknowledge and agree that the remedies described above, and the cancellation of the Services in accordance with this Agreement, shall be your exclusive remedies for our default and will satisfy all liability of us to you, whether based on warranty, contract, negligence, strict liability, tort or otherwise. You agree that in no event shall we be liable to you or any third party for any indirect, special, incidental, consequential, punitive, or exemplary damages suffered by you or any third party (including, without limitation, loss of profit, revenue, business opportunity or business advantage), arising from any legal or equitable theory, even if we have been advised of the possibility of such damages. You agree that any claim you may have for breach of this Agreement or to recover for any loss related to the Services shall be waived, and that you may not bring any action or proceeding to enforce the terms of this Agreement or to recover for any Services-related loss, unless you commence such action or proceeding within one year from the date that the event giving rise to your claim first occurs.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, OR EXPENSES YOU INCUR AS A RESULT OF MISREPRESENTATION OR FRAUD BY, OR ILLEGAL CONDUCT OF, THIRD PARTIES, INCLUDING ANY OF YOUR AGENTS, EMPLOYEES, OR REPRESENTATIVES, IN CONNECTION WITH ANY OF THE SERVICES OR TRANSACTIONS EFFECTED USING THE SERVICES.

In addition, we shall have no liability for our delay or nonperformance caused by any circumstance beyond our control (or for losses you incur as a result thereof) including, but not limited to, acts of God, natural disaster; war or aggression; civil strife; embargo; any refusal or failure of any governmental authority to grant any license legally required for fulfillment by us of our obligations; change in federal or state laws, regulations, rules, interpretations and opinions; changes in privacy requirements, business practices or schedules of the Federal Reserve Bank, or any other person or entity. You agree that we have no liability or responsibility for circumstances or matters beyond our control that may affect the accuracy or timeliness of the execution of instructions, or other information you send or access utilizing the Services, which may include (but are not limited to) electronic, mechanical, or equipment failures, interruptions' or malfunctions in communications facilities (such as communication lines, telephone or other interconnect problems, bugs, system errors, configuration problems or incompatibility of computer hardware or software, failure or unavailability of Internet access, problems with Internet service providers, problems or delays with intermediate compute or communications networks and facilities, and problems with data transmission facilities. Notwithstanding anything in this Agreement to the contrary, and without limiting the foregoing, we will have no liability for any loss or expense incurred in connection with any transaction you execute or attempt to execute by utilizing the Services, or any amendment or cancellation thereof, which loss or expense is caused directly or indirectly by any of circumstances described in the preceding sentences.

C. Your Use of the Services; Suspension of Services; Indemnification. You agree that (i) your usage of the Services complies, and will continue to comply, in all respects with all federal, state, and local laws, rules and regulations pertaining to the use of such Services, including all applicable, federal, state, and local laws and regulations; and (ii) you will comply with all of our requirements, policies, and procedures regarding the use of the Services, including security measures that we require as a result of any emerging threats or regulatory guidance or best practices from regulatory agencies. If you fail to perform your obligations under this Agreement or fail to comply with any of the terms and conditions of the Services then we, at our option and in our sole discretion, may suspend your use of any or all of the Services until we have assurance satisfactory to us of your performance or compliance, and during such suspension we may refuse to accept or process any instruction, payment order, item, or other transaction or to perform any Service. You agree to indemnify us, hold us harmless and defend us from and against all claims, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees and expenses) that we suffer or incur as a result of our provision or efforts to provide the Services, including, but not limited to those resulting from (a) any act or failure to act by you or any of your administrator, officers, directors, employees, agents, or representatives; (b) any breach of this Agreement by you; (c) any use of the Services by you or any other person who employs a valid password, whether or not such use is authorized under this Agreement, and (d) misrepresentation, fraud, or illegal conduct by third parties, including (but not limited to) any of your administrator, agents, employees, or representatives.

D. Enforcement and Collections. You agree to pay all costs we incur in enforcing this Agreement and collecting amounts you owe under this Agreement, including attorneys' fees and expenses.

E. Loss Recovery. In the event any third party incurs any loss or damage for which either you or we may be liable as a result of the Services, you and we will undertake commercially reasonable efforts to cooperate with each other (to the extent permitted by applicable law) in performing loss recovery efforts and in connection with any related actions or proceedings to which you or we may be a party.

MISCELLANEOUS

A. Notices. Except as otherwise provided herein, all notices, instructions, requests and other communications (except for the instructions and notices respecting specific Services which shall be given in the manner specified therefore), shall be in writing and delivered personally or sent by (a) first class U.S.

mail, postage prepaid, registered or certified, return receipt requested, or (b) U.S. express mail, registered or overnight courier service. Such notices to Customer shall be sent to the address set forth in Customer's Account information. Notice to First IB shall be sent to the following address:

First Internet Bank of Indiana
PO Box 6080
Fishers, IN 46038

Any party may change the address to which written notices must be sent at any time by giving notice thereof to the other in the manner set forth in this section.

We will provide you with e-mail addresses and telephone numbers you should use to communicate with us when Online Banking or any specific Service is unavailable. However, E-MAIL MESSAGES WILL NOT SERVE AS NOTICE TO US.

B. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Indiana, except to the extent preempted by Federal law and regulations.

C. Transferring Ownership. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and permitted assigns; provided however, Customer's rights or obligations under this Agreement are transferable, whether by agreement of merger or otherwise, only with our written permission. We may assign our rights and duties under this Agreement to any party at any time without notice to you. Any purported assignment in violation of this section shall be null and void.

D. Waiver of Our Rights. No course of dealing and no delay or omission on our part in exercising any of our rights shall constitute a waiver by us of such rights or any other right. A waiver by us of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant.

E. Intuit Financial Services Disclaimer. You are hereby notified that some of the Services may be provided using Intuit Financial Services' software and proprietary Internet banking system (the "Intuit System"). Pursuant to our agreement with Intuit Financial Services, we advise you that Intuit Financial Services disclaims liability for any claims, losses, liabilities, damages, expenses or costs arising as a result of grossly negligent or intentional misuse of the Intuit System by you.

F. Software Rights. You acknowledge and agree that by entering into this Agreement, you do not acquire any right, title, or interest in and to any computer programs including without limitation, the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto, and any documentation, user manuals, user guides, or instructions related thereto used or provided by First IB in performing the Services (collectively, the "Software Property"), all of which shall be and remain the property of First IB or any third party software provider, as applicable. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of the Software Property in any form, and you agree that you will not, and will not permit any other person to reverse engineer or reverse compile any software program included in the Software Property.

G. Third Party Websites. The Services 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 Services is 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.

H. Export Restrictions. You acknowledge that the Services 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.

I. Authority; Enforceability. Each person who agrees to this Agreement, whether by checking the appropriate box, signing a physical copy or utilizing the Services, represents and warrants to First IB that (i) this Agreement and Customer's performance of its obligations hereunder has been duly authorized and approved, (ii) such person is either the Customer or a duly authorized officer, agent or employee of the Customer and has been duly authorized to execute this Agreement for and on behalf of such Customer; (iii) the Customer is individually obligated and bound by the terms of this Agreement; and (iv) all information supplied by or on behalf of Customer in connection with the Services is true and correct.