



First Independent Bank **Indy Online** Banking Enrollment Agreement



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First Independent Bank **Indy On-Line** Banking Enrollment Agreement

First Independent Bank Indy On-Line Agreement (“Agreement”) governs use of the First Independent Bank (“FIB”) Indy On-Line Banking (“IOL”) service (“Service”). As used in this document, the words “you” and “your” refer to First Independent Bank’s customer(s) and their use of the Service. The words “we” and “our” refer to FIB.

INTRODUCTION - This Agreement explains the terms and conditions governing the IOL and bill payment services (Bill Pay) offered through FIB. By using the Service, you agree to the terms and conditions of this Agreement. The terms and conditions of the deposit agreements and disclosures for each of your accounts held at FIB as well as any other agreements with FIB, such as for loans, etc., continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Washington. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purposes permitted under this Agreement.

INTERNET BROWSER REQUIREMENT - For your privacy and protection, FIB requires your browser to support 128-bit encryption. If you do not know how your browser is set, please contact your browser supplier and ask them for instructions on setting your browser for 128-bit encryption. You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure, or non-performance is your personal risk and includes, but is not limited to, the risk that you do not operate your computer, IOL, or your software properly. FIB is not responsible for any problems related to electronic virus(es) that may infect your system. FIB makes no warranty to you regarding your computer or your software.

ACCESS - To use this Service, you must have an FIB account and access to Internet services. Once you have accepted this Agreement, we will send you, either by e-mail or by postal service, confirmation of your enrollment along with a temporary password. Email is provided, so you can ask questions about your account(s) and for general feedback. Email is accessible after you log in to IOL. Please be aware that general or public email transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the secure email within the IOL system when asking specific questions about your account(s). Email cannot be used to initiate transactions on your account(s). For banking transactions, you must use the appropriate functions within IOL or call your local branch office.

STATEMENTS - Your monthly account statement (and images of your checks if applicable) will be available through Indy Online. Your statement will be accessible on the second business day of each month. You will no longer receive your paper statement.

YOUR PASSWORD - You will be given a temporary password to access your FIB account(s). For security purposes, you will be required to change your password when you initially login to IOL. Your new password will be determined by you and will not be accessible by FIB. You are responsible for keeping your password, account number(s), and other account information confidential. You also agree to change your password regularly. FIB strongly recommends you do not authorize any other person to use your password. If you do authorize any other person to use your password, such authorization will be deemed without limitation.



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FIB and each biller shall be entitled to rely on any payment orders or other entries or instructions made by or on behalf of such person using your password until you have met all of the following requirements:

- (1) you have revoked such authorization;
- (2) you have changed your password;
- (3) you have provided us with written notice of such revocation; and
- (4) FIB has had a reasonable opportunity to act on such notice.

Upon three unsuccessful attempts to use your password or if you have not used your password within the last 180 days, your access to IOL may be revoked. To re-establish your authorization to use IOL, to report that your IOL password may have been lost or stolen, or to report that someone has transferred or may transfer money from your account without your permission, immediately notify any FIB office, or Client Services at 1.888.341.2265.

SECURITY - Your role in preventing misuse of your account(s) is extremely important. Examine your statement promptly upon receipt. If you find that your records and FIB's disagree, immediately call Client Services or any FIB branch. In addition to protecting your account information, you agree to take precautions to protect your personal identification information, such as your driver's license, social security number, etc. This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). You agree to notify FIB immediately if you believe another person has improperly obtained your IOL password. You also agree to notify FIB if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or if you suspect any type of fraudulent activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). You could lose all the money in your bank account(s), plus your maximum overdraft line-of-credit, if applicable. FIB will not be responsible for losses that may occur.

MULTI-FACTOR AUTHENTICATION - FirstEnhance verifies your identity in two ways. Every time you log into IOL, we identify you and it lets you identify us using an authentication image and phrase. Your authentication image and phrase automatically appear only if you log in from a computer we already recognize as your own. If you log in from a different computer, we will ask you to correctly answer your challenge questions before displaying your authentication image and phrase. Your authentication image and phrase will then appear confirming that you're at the legitimate website.

CONSUMER LIABILITY FOR UNAUTHORIZED USE - Your account is a consumer account if it is used primarily for personal, family, or household purposes. The following three paragraphs apply to consumer accounts.

If your statement shows transfers that you did not make, you agree to notify FIB immediately. If you do not notify us within sixty (60) days following the date of the first bank statement on which the problem first occurred, you may not receive any reimbursement for money lost after the said sixty (60) days.

If you believe your password has been lost or stolen, and you inform us within two (2) business days after you learn of the loss or theft, your maximum loss is \$50 if someone used your password without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft, and FIB could have stopped someone from using your password without your permission if you had told us, your maximum loss is \$500.



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SERVICES - With online banking, you can manage your personal, sole proprietor, or small business account(s) from your home or office on your personal computer. You can use IOL to view account balances and transaction histories, transfer money between your accounts (as noted in the applicable account deposit agreement and disclosure statement), pay bills, and/or communicate directly with FIB through email.

FEES & CHARGES - Although many of IOL Services offered by FIB are provided free of charge, there are charges outlined below for selected services provided under this agreement.

PERSONAL ACCOUNTS

IOL Access: FREE

Stop Payment Fee: \$30.00 per item; stop payment expires after six months.

Copies of Checks: \$2.00 each

Copies of BillPay checks: \$5.00 each

COMMERICAL ACCOUNTS

Contact our Cash Management Officer for quote.

OVERDRAFTS - If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, online banking transfers, bill payments, etc.) requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and the electronic funds transfers initiated through this service may result in overdrawing your account and/or may, at FIB's discretion and without prior notification to you, be canceled. In addition, all overdraft charges that apply will be debited from your account. You also authorize FIB to charge any or all of your accounts to cover uncollected funds or overdrafts in your designated account(s). Refer to our account agreement and any fee disclosures for further information.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY - FIB makes no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the IOL services provided to you under this Agreement. We do not and cannot warrant that IOL will operate without errors or that any or all IOL services will be available and operational at all times. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we, nor the service providers, shall be responsible for any loss, property damage, or bodily injury whether caused by the equipment, software, FIB, Internet browser providers, Internet access providers, online service providers, or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, online financial services, or Internet browser or access software.

POSTING OF TRANSFERS - A transfer initiated on a business day through this Service before 6:00 p.m. Pacific Time is posted to your account the same day and will be available to you the next business day. All transfers completed after 6:00 p.m. Pacific Time or on a Saturday, Sunday, or banking holiday will be posted the next business day and be available the following business day



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TRANSFERRING FUNDS - Transfers may be subject to limitations based on individual account types. If a hold has been placed on a deposit(s) made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

TRANSFER LIMITATIONS - According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Account or your Savings Account during a given monthly statement period.

OBTAINING ACCOUNT BALANCES AND TRANSACTION HISTORIES - You can obtain balances and transaction histories on all eligible accounts. Current balance and activity information is available the morning following the previous day's business.

INDY ONLINE BANKING BILL PAY SERVICE - The IOL Bill Pay Service allows you to schedule bill payments through IOL. You may schedule payments for your current, future, and recurring bills from your FIB checking accounts. There is no limit to the number of payments that may be authorized. However, we are unable to process any tax payments or court-directed payments where additional documentation may be required. When we receive a payment instruction, you are authorizing us to remit funds to the payee on your behalf from your designated checking account. While it is anticipated that most transactions will be completed on the next business day, you understand that due to circumstances beyond the control of FIB, some transactions may take longer to post. Those circumstances include, but are not limited to, issues with remittance posting of the payment to your account, clearing-house delays, and/or delays within the U.S. Postal Service. FIB suggests that all payments be scheduled at least seven (7) business days before the actual due date. Among other reasons, FIB shall incur no liability if it is unable to complete any payment(s) initiated by you through IOL Bill Pay because of any one of the following circumstances:

Your account does not contain sufficient available funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft protection account. This also includes cases where the funds in your account are subject to legal processes, an uncollected funds hold, or other cases where the funds are not available for withdrawal.

The IOL payment processing system, your computer, or phone lines are not working properly or are temporarily unavailable.

You have not provided IOL with the correct names or account information for those persons or entities you wish to receive payment.

Circumstances beyond FIB's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, provided FIB has taken reasonable precautions to avoid those circumstances.

The payee does not process a payment promptly or correctly.

FIB shall not be liable for late charges, interest, penalties, or other amounts because of your failure to allow sufficient time for processing and delivery. Unless otherwise required by law, FIB will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits, attorney's fees, etc., even if we are advised in advance of the possibility of such damages.



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HOW TO CANCEL A BILL PAYMENT - You have the right to stop or change any payment scheduled through IOL. Cancel the payment online via IOL by following the onscreen instructions before 6:00 p.m. Pacific Time on the business day prior to the date the payment is scheduled to be debited from your account. FIB reserves the right to terminate your use of IOL Bill Pay in whole or part, at any time without prior written notice. If, for any reason, you should ever wish to cancel IOL Bill Pay, you must delete all future bill payments at the same time you cancel your service. This will ensure that future payments and transfers made by you will not be duplicated.

CHANGES IN TERMS - We reserve the right to change any terms or conditions described in this Agreement. When changes are made to fees, notification will be posted or sent at least thirty (30) days in advance of the effective date of any fee change for online banking transactions, any changes to limits on the type, amount, or frequency of transactions, or any increase in our responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made for security reasons and it can be disclosed without jeopardizing the on-going security of the system, we will provide you with written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or service(s) to which these changes relate.

DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS - You understand and agree that in addition to information furnished pursuant to legal process, some information about your account(s) may be disclosed to others. For example, the tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as certain large currency or foreign transactions must be reported to the government. FIB may also provide information about your account(s) to persons or companies FIB believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, FIB may inform a credit bureau or collection agency when accounts are closed by FIB because they were not handled properly. Disclosure of any information should be in accordance with all applicable federal laws and regulations. FIB may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account(s), and by accepting this agreement, you give us authority to provide or obtain all the above information.

YOUR RIGHT TO TERMINATE - You may cancel your IOL service at any time by providing us with written notice via postal mail or fax. Within three (3) business days of receiving instructions, your access to IOL will be suspended. You will remain responsible for all outstanding fees incurred prior to FIB receiving and processing your cancellation. You may also cancel any of your IOL services by contacting FIB's Client Services at 1.888.341.2265, or sending cancellation instructions in writing to

First Independent Bank

Attention: Bank Operations

Post Office Box 8904

Vancouver, Washington 98668

OUR RIGHT TO TERMINATE - Your online banking access may be canceled by FIB at any time, without prior notice and for any reason. After cancellation, online banking services may be reinstated at FIB's discretion. To reinstate your service, call FIB Client Services at 1.888.341.2265. If you do not access your FIB account(s) through IOL for a 180-day period, FIB reserves the right to disconnect your service without notice. NOTE: Your Bill Pay information will be lost if you are disconnected.



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COMMUNICATIONS WITH FIRST INDEPENDENT BANK

Telephone – You can contact us by telephone at 1.888.341.2265.

Facsimile – You can contact us by fax at 360.699.4347.

Postal Mail – You can write to us at:

First Independent Bank, Attention: Bank Operations
Post Office Box 8904, Vancouver, Washington 98668

In Person – You may visit us at any of our branch locations.

CONSENT TO ELECTRONIC DELIVERY OF NOTICES - By accepting below or by otherwise using the service, you also agree that any and all disclosures and communications regarding the service between you and FIB, including this Agreement, may be made electronically by posting to the FIB Web site in accordance with applicable law. Any electronic disclosure or communication we make will be considered made when transmitted by FIB, and any disclosure or communication we make by posting to our Web site will be considered made when posted by FIB. You may request paper copies of your records. Any authorized signer for the account has the right to withdraw at any time the consent to have records provided in electronic form. Your consent withdrawal will not be effective until we receive it and have had a reasonable opportunity to act upon it. You may withdraw your consent by contacting FIB's Client Services at 1.888.341.2265, or sending instructions in writing to First Independent Bank, P.O. Box 8904, Vancouver, WA 98668 – Attention: Bank Operations.

EXCEPT AS SPECIFIED ABOVE OR AS MAY OTHERWISE BE PROVIDED BY LAW, FIB SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION IN CONNECTION WITH THE SERVICE, AND FIB'S CUMULATIVE LIABILITY IN ANY ONE CALENDAR YEAR, SHOULD IT BE FOUND TO EXIST NOTWITHSTANDING THIS PROVISION, SHALL NOT EXCEED THE FEES YOU HAVE PAID FOR THE SERVICE IN THAT CALENDAR YEAR. FIB HEREBY DISCLAIMS, FOR ITSELF AND/OR ANY OTHER ENTITY INVOLVED IN THE PROVIDING OF THIS SERVICE, ALL WARRANTIES, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR LACK OF VIRUSES. IN NO EVENT SHALL FIB OR ANY OTHER ENTITY INVOLVED IN THE PROVIDING OF THE SERVICE BE LIABLE FOR (1) DAMAGES CAUSED OTHER THAN BY ITS OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR (2) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

BY USE OF THIS SITE, YOU ACKNOWLEDGE YOU HAVE RECEIVED A COPY OF AND AGREE TO THE TERMS AND CONDITIONS OF THE FIRST INDEPENDENT BANK INDY ON-LINE BANKING ENROLLMENT AGREEMENT. YOU ALSO AUTHORIZE FIB TO SEEK INFORMATION ABOUT YOU FROM OTHERS, FOR EXAMPLE A CREDIT BUREAU, IN CONNECTION WITH THE OPENING AND MAINTAINING OF YOUR ACCOUNT(S).

For additional information on these Terms and Conditions or services offered by First Independent Bank, contact us at info@firstindy.com or phone us at **1.888.341.2265** during business hours.

Revised: September 9, 2007