

## ELECTRONIC COMMUNICATIONS DISCLOSURE REGARDING YOUR BANK INDEPENDENT ACCOUNT(S) (FOR CONSUMERS ONLY)

This disclosure is provided to you to explain receiving electronic communications from Bank Independent. This disclosure describes your rights relative to electronically receiving communications from us, as well as the method for withdrawing your consent. We recommend you print and retain a copy of this disclosure.

### DOCUMENTS AND COMMUNICATIONS COVERED

This disclosure covers all of your accounts, products, and services including, but not limited to your deposit and loan accounts, with Bank Independent, opened currently or in the future. You understand and agree that Bank Independent may provide to you, in electronic format, either by e-mail notification to the address you have provided to us or through a secure message within our online banking system, the following types of communications:

- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service, including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Disclosures, agreements, notices and other information related to the opening of an account, or to any other product or service, including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosures regarding an account, product or service fee, such as a late fee, an overdraft fee, an over limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products, or services you currently have or obtain in the future from us;
- Our Privacy Policy and other privacy statements or notices;
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit in person or electronically, such as signature cards, W-9's or other agreements.

Even if you elect to receive communications electronically, Bank Independent reserves the right to send paper communications to you at any time, at its sole discretion.

### RIGHT TO WITHDRAW YOUR CONSENT

You may withdraw your consent to receive electronic communications by following the procedures below:

- Call our Customer Service Department at 256-386-5000 or 877-865-5050; or
- Visit any of our branch locations

Your withdrawal of consent is effective only after you have communicated your withdrawal to Bank Independent by calling the appropriate customer service phone number or by visiting one of our branch locations, and Bank Independent has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

Applicable law or contracts sometimes require you to give us “written” notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

#### OBTAINING PAPER COPIES

You may print or make a copy of an electronic communication by using your printer or by saving a copy. Upon request, we will provide you with a paper copy of any electronic communication from us, provided we receive your request within 12 months after the date the communication was first made available to you electronically. Additional charges for paper copies may apply. You may request a paper copy of these communications by doing one of the following:

- Calling our Customer Service Department at 256-386-5000 or 877-865-5050; or
- Visiting any of our branch locations

We recommend that you print or download a copy of any periodic statement, disclosure, or any other electronic communication you receive from Bank Independent, to retain for your permanent records.

#### UPDATING CONTACT INFORMATION

In the event your e-mail address or other contact information changes, you must notify Bank Independent of such changes immediately using one of the following methods:

- Call our Customer Service Department at 256-386-5000 or 877-865-5050; or
- Click on “Email Settings” under the eStatements tab within Online Banking and update your email address.

If you fail to update or change an incorrect e-mail address or other contact information, you understand and agree that any communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form in Online Banking or at Bank Independent’s website or emailed to the e-mail address we have for you in our records.

#### INVALID E-MAIL ADDRESS

If the electronic communication we send you is returned to us because of an invalid e-mail address, we will make a reasonable effort to contact you to get your corrected information. If we do not receive a valid e-mail address from you within a reasonable time then we may discontinue sending communications to you electronically and resume mailing paper statements and written

communications. Mailing paper statements may result in a fee being charged to your account. See your account disclosures for current charges.

#### SYSTEM REQUIREMENTS

In order to be able to access and retain the Electronic Communications, your personal computer must support the following minimum hardware and software requirements:

- o A personal computer with an industry supported Windows or Mac OS operating system along with internet access
- o An External e-mail address
- o Adobe Reader or 6.0 or higher (If you do not have the necessary Adobe software, it can be downloaded at no cost at <http://get.adobe.com/reader>)
- o Current and prior major releases of Explorer, Firefox, Chrome, and Safari (with the exception of versions 5.1.4 and 5.1.5 of Safari)
- o Cookies enabled
- o 128-bit encryption

Bank Independent may change the hardware and software requirements for receiving electronic communications at any time. If you choose not to obtain the new hardware or software, you may withdraw your consent to receive electronic communications without any fee or charge to you for such withdrawal.

#### CONSENT

By clicking on the checkbox and "I Agree" button, you confirm that you have computer hardware and software that meets the requirements above. You also authorize Bank Independent to send all communications to you electronically as described above. Bank Independent will continue to provide this information electronically until you withdraw your consent as described above.