

# TERMS AND CONDITIONS

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## ELECTRONIC BILL PAYMENT SERVICE

Independent Bank is offering this payment service ("Service") as a convenience option to you, our valued customer ("you" or "your"). Currently, the Service is limited to the ability to pay your Independent Bank loan payments electronically over the Internet. In addition to these Terms and Conditions, you should review our Frequently Asked Questions (FAQ) and our Privacy Policy. The FAQ page includes important information about what browsers are currently supported by the Service and how information sent or received using the Service is encrypted for security purposes. The FAQs also include other information about how the Service works and how to get help if you have a problem using the Service. Our Privacy Policy includes important information about the type of information we collect about you, how we collect that information, and what we can do with that information.

## AUTHENTICATION AND AUTHORIZATION FOR SERVICE USAGE

- This Service incorporates commercially reasonable methods to authenticate the information that you have supplied for making a payment through this Service. You will not be able to submit a payment until the Service authenticates you and you will not be allowed to use the Service to pay your loan payments until you have read these Terms and Conditions and have acknowledged doing so by selecting the "I Agree" option.
- As the user of the Service, and upon your acceptance of these Terms and Conditions, you will have submitted your banking account (your "Designated Account") information. You are responsible for any legal, regulatory, or banking penalties and fees that may be assessed for supplying false information to us for use with the Service.
- The Service may be used for payment on consumer loan accounts.
- If the Designated Account is a banking account for your Business, then it must be one for which you are a properly authorized signer.
- By accepting these Terms and Conditions, you authorize Independent Bank's SwiftPay Service to initiate a charge to your Designated Account according to your instructions. Each time you use the Service to pay your Independent Bank loan payment, you will be reauthorizing us to charge your Designated Account. You agree that by initiating a recurring payment through SwiftPay, your electronic signature authorizes each associated payment.
- By accepting these Terms and Conditions, you represent and warrant that:
  - i. You are 18 years old or older;
  - ii. You are using your actual identity and any information you provide is accurate and complete;
  - iii. You are legally authorized to make payments using your Designated Account;
  - iv. You have read and agreed to our Privacy Policy; and
  - v. Your use of the Service will not violate any local, state, national or international laws or regulations.

## **INDEPENDENT BANK'S SWIFTPAY SERVICE**

By providing Independent Bank with the account information for your Designated Account, you authorize us to follow the payment instructions we receive from you through the Service.

When you use this Service to send us a payment instruction, you authorize Independent Bank to initiate a message to your bank to charge your Designated Account and to send those funds to us for payment on your Independent Bank loan so that we receive the funds as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed, the same as if you mailed your payment to us and we received it after the due date. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. Therefore, we recommend that you instruct the Service to initiate each payment to us at least four (4) business days before the actual due date. (Business days are Monday through Friday, except for federal banking holidays.) If you use the Service to send us your payment instructions after 7:30 P.M. (Eastern Time Zone) on a business day, then the Service will treat your instruction as if it was received on the following day. It is the day we receive payment from you, and not the day we receive your instructions, which determines when your payment was received.

## **LIMITATIONS OF LIABILITY AND EXCLUSIONS OF WARRANTIES**

### **ALTERATIONS AND AMENDMENTS**

These Terms and Conditions are the legal binding agreement between Independent Bank and you with respect to the Service. You will be agreeing to the current provisions of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may be altered or amended at any time, so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

### **RETURNED PAYMENTS**

Independent Bank reserves the right to return any payment for any reason.

### **TERMINATION OR DISCONTINUATION**

We reserve the right to terminate the Service at any time, or to terminate your use of the Service. If we terminate your use of the Service, you will need to pay your Independent Bank loan in another manner.

## **DISPUTES**

If there is a dispute regarding the Service, you agree to resolve the dispute in accordance with the dispute resolution procedures and governing law as outlined in your Credit Agreement or other loan documents with Independent Bank.

These Terms and Conditions are the complete and exclusive statement of the agreement regarding the Service between you and Independent Bank. It supersedes any proposal or prior agreement, oral or written, and any other communications between you and Independent Bank relating to the Service. If there is a conflict between what an Independent Bank employee tells you and the terms of this document, these Terms and Conditions will prevail.

You should print and retain this document for safekeeping and reference at any time during usage of the Service.

**BY CLICKING THE "I AGREE" BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY AND YOU AGREE TO BE BOUND BY THEIR TERMS AND ANY FUTURE AMENDMENTS WHICH MAY BE MADE FROM TIME TO TIME.**