

Consumer Online Banking Agreement and Disclosure

Customers who apply for Online Banking are required to read this Agreement and Disclosure prior to application. Please read all information carefully.

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Definitions

As used in this Agreement, the words “we,” “our,” “us” and “Bank” mean Peoples Bank. “Authorized user” refers to the accountholder authorized, under this Agreement, to use Online Banking. “You” and “your” refer to “authorized users.” “Account” or “accounts” means our deposit or loan accounts at Peoples Bank. “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your Bank accounts. “Online Banking Services” refers to the services provided pursuant to this Agreement, including the Online Bill Payment Service. “Business days” means Monday through Friday, excluding Federal holidays.

Agreement

This Agreement, and any addenda attached hereto, including the service fees for Online Banking related charges, serves as the contract to establish the terms and conditions of Consumer Online Banking. This Agreement provides guidelines for electronic access to your accounts. By using Online Banking or permitting any other person to use Online Banking, you accept all terms and conditions of this Agreement.

The terms and conditions of this Agreement are in addition to any deposit agreements, deposit account rules and regulations, schedule of services and disclosures for each of your accounts, collectively, the “Deposit Agreement” as well as your other agreements with the Bank, including any loan, trust or overdraft protection agreements as to those matters.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds disclosures or periodic account statements, may be made electronically by posting the notice on Peoples Bank’s website or through email. Any such email or posting on the Bank’s website will be considered received by you within three (3) calendar days of the date sent by the Bank, regardless of whether or not you login to Online Banking within that time frame. You also agree to notify us immediately of any change in your email address by any of the methods stated within this Agreement’s section titled “Communications Between Peoples Bank and You.”

You have the right or option to have any disclosure, notice, or other information provided to you on paper or in other non-electronic forms upon request. You have the right to withdraw your consent to electronic delivery, upon notice to us.

Computer Requirements

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing online services. For minimum computer requirements, contact Online Banking Services at 219-853-7636.

Account Ownership and Use

Access to the Account(s) through Online Banking will be based upon the identification of authorized users as specified by you on the Consumer Online Banking Enrollment Form. The account owner must sign and return the Enrollment Form, before access is granted. The Enrollment Form is available on our website or at any Peoples Bank Banking Center.

You may, at your sole discretion and liability, grant other individuals access to your account(s) through Online Banking. You agree that, in the event such authority is granted, we shall be absolved of any and all responsibility, duty, obligation or liability concerning acceptance of funds transfer instructions received by us from your authorized users.

You, and any other owner of the account(s), release us from liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is you or otherwise has been given access to the account(s). You agree to indemnify and hold us harmless from any and all liability including, but not limited to, reasonable attorney fees arising from any such claims or actions.

Access

To use Online Banking, you must have a deposit and/or loan account at Peoples Bank, access to the

Internet and an email address.

Access to Online Banking will not be effective until all information on the signed Online Banking Enrollment Form or Online Enrollment request has been verified and approved. Changes to account information must be communicated to us in writing.

We undertake no obligation to monitor transactions through Online Banking to determine they are made on behalf of the accountholder.

Online Banking Services

You can use Online Banking to check the balance of your accounts, view transaction histories, transfer funds between your accounts, order checks, create account alerts, initiate stop payments, view front and back of check images and pay one-time or recurring bills. Online Banking allows you to download account histories to various accounting software programs. Step-by-step instructions are provided within Online Banking.

Updated balance and account activity is available by 7:00 a.m. (Central Time.) Deposits, withdrawals (this does not include ATM/POS transactions) and payments are immediately viewable on your accounts.

Additional services and enhancements to existing services may be added from time to time without prior notice.

Hours of Access

You can use Online Banking seven (7) days a week, twenty-four (24) hours a day. Some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance or events beyond our control. We agree to post notice of any extended or unusual periods of non-availability on our website at www.ibankpeoples.com.

Your User ID and Password

Online Banking users have the ability to change the initial user ID to something that is easier to remember. You are required to change your password upon your initial login to Online Banking. You will be prompted to change your password every three hundred sixty (360) days. You determine your password. The identity of your password is never communicated to us.

Online Banking will force you to create a password that utilizes both alpha and numeric characters and symbols. Your user ID and password should not be associated with any commonly known personal identification, such as social security numbers, addresses, date of birth or names of children. Your password should be memorized rather than written down.

Your password will be revoked after three (3) unsuccessful attempts to sign on to Online Banking. To re-establish your access to Online banking you can use the Forgot Password link or contact the Bank to obtain a new temporary password.

You agree to keep your user ID and password 1) secure and strictly confidential, providing it only to authorized users on your account(s); 2) instruct each person to whom you give this information that he or she is not to disclose it to any unauthorized person; 3) immediately notify us if you believe your user ID and password may have become known to an unauthorized person. We may suspend or cancel your access without receiving such notice from you, if we suspect it is being used in an unauthorized or fraudulent manner.

We cannot accept notification of lost or stolen passwords or unauthorized transfers via email.

You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password.

IF YOU FURNISH A PASSWORD AND GRANT AUTHORITY TO MAKE TRANSFERS TO A PERSON (SUCH AS A FAMILY MEMBER) WHO EXCEEDS THE AUTHORITY GIVEN, YOU ARE FULLY LIABLE FOR THE TRANSFERS UNLESS YOU NOTIFY US THAT TRANSFERS BY THAT PERSON ARE NO LONGER

AUTHORIZED, WITH REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

WARNING: Certain Internet browsers will prompt you to “save password.” If you elect to save your password, it will be stored in your computer. This will allow anyone who obtains access to your computer to use your browser to sign on to Online Banking in your name and under your password, thereby accessing your account without your knowledge or permission. The Bank would not know that the instructions were not from you, and would follow them just as if they came from you. The Bank strongly urges you not to save your password in your browser’s “memory,” even though it may save you time.

Security Procedures

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your user ID and password, which are intended to provide security against unauthorized entry and access to your accounts. You understand that personal identification by itself or with information related to your accounts may allow unauthorized access to your account.

You shall comply with the Security Procedures we direct you to use, and you acknowledge that the Security Procedures, including (without limitation) our Security Devices, constitute commercially reasonable security procedures under Applicable Law for the initiation of the Services you utilize, including without limitation, origination of payment orders, transfers and access to confidential information.

Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where Bank reasonably doubts its authenticity, authorization, contents, origination or compliance with the Security Procedures. Even if a Communication is given in compliance with the applicable Security Procedures, Bank may, at its discretion, delay the execution of that Communication until Bank is able to verify the authenticity of the Communication by any means reasonably acceptable to Bank including, without limitation, placing a telephone call to any person who is either an authorized signer on your account or who you have authorized to initiate or confirm Communication (by course of dealing or otherwise). Bank shall not be liable to you or any other person for such delay, provided that Bank has acted in good faith. Bank will be responsible for acting only on those Communications actually received and cannot assume responsibility for malfunctions in transmission or communications facilities or acts of others not under Bank’s control that may affect the accuracy or timeliness of Communications. Bank shall have no duty to discover, and shall not be liable for, your errors or omissions. If Bank complies with the Security Procedures in respect to a Communication, Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and you shall be bound by, any Communication sent in your name, whether or not authorized.

Bank is not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the internet or the Service. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your Access Device. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

When leaving an Online Banking session, it is highly recommended that you sign-off completely and close your browser before going to another website. Notwithstanding our efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others. For more security tips, please visit our website at www.ibankpeoples.com.

Inactivity

During your Online Banking session, you will automatically be disconnected after twenty (20) minutes of inactivity.

Posting of Internal Account Transfers/Draws

Transfers initiated through Online Banking before the cutoff time below on a business day are posted to your account the same day, providing funds are available. Transfers completed after the cutoff time below on a business day, or anytime on a Saturday, Sunday or Federal holiday will be posted to your account on the same day but funds will not be available until the next business day.

Online Banking identifies transfers based upon the user ID who made the transfer. You agree to communicate with any other authorized users concerning any transfers or bill payments from your account(s) in order to avoid overdrafts.

With the acceptance of this Agreement access to lines of credit/loans, through Online Banking, will be utilized only as authorized by the loan agreements.

Overdrafts (Order of Payments, Transfer and other Withdrawals)

If your account has insufficient funds to perform all electronic funds transfers (transfers, Online Bill Payment, etc.) you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic funds transfer initiated through Online Banking, which would result in an overdraft on your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement;
- d. You agree to pay us the amount of any overdraft together with any fee and accrued interest immediately upon demand, whether or not you requested or participated in the transaction creating the overdraft or received any benefit from the transaction creating the overdraft. You agree to pay all costs and expenses, including attorney fees, incurred by us in the collection of any overdraft.

Alerts

The Bank will send required Alerts as part of your Online Banking service. You may choose to receive additional non-required email and text message Alerts to help you manage your account(s). The Bank may add, change, or discontinue required and non-required Alerts at any time.

You are responsible for providing and maintaining a valid email address and mobile phone number within Online Banking. You may also provide a secondary email address.

You acknowledge that Alerts may be delayed or may not be received for a variety of reasons. You agree that we are not liable for delays, non-delivery, or misdirected delivery of Alerts. You also agree we are not responsible for errors in the content, or any actions taken or not taken by you or any third party in reliance on an Alert.

If you choose to receive Text Message Alerts, you are agreeing to the Text Message terms and conditions established by your carrier. Messages and data rates may apply, and you should contact your carrier for details. The frequency of text messages will depend on the alerts you choose. You can change your alert selections at any time. Messages can be discontinued by removing your mobile phone number, changing your alert selections, or by sending STOP as a reply to an alert message or directly to 20736. Messages will come from PEOPLES BANK SB 398 as Bank Alerts. For additional assistance, type HELP in response to a message from 20736 or contact Online Banking Services.

Online Bill Payment Service

By using the Online Bill Payment Service you agree that we will debit your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. You must have a Checking account to use the Online Bill Payment service. Payments may be initiated from

multiple Checking accounts.

If the Bank institutes a monthly charge, it will be deducted from your Checking account within the first ten (10) days of the month following the month of service.

To make a payment using the Online Bill Payment service, you must designate:

- a. The Bank account from which payments are to be made;
- b. The complete name of the payee, your account number with the payee and the payee's remittance address;
- c. The amount of payment;
- d. The date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day.

We reserve the right to refuse to pay any payee designated by you. If we do so, the Bank will notify you promptly. The Bank reserves the right to terminate or deny access to the Online Bill Payment service.

You are not allowed to pay a court-ordered payment or make a payment to the Internal Revenue Service through the Online Bill Payment Service.

Scheduling Online Bill Payments

The Bill Payment Processing Center determines if the payment is sent electronically or by paper check. If payment is made by paper check, you understand and agree that paper checks are mailed and the payee may not receive payment until five (5) to seven (7) business days after the payment is deducted from your account. If the payment is made electronically, you understand and agree that the payee may not receive payment until seventy-two (72) hours after the payment is deducted from your account.

Bill payment(s) scheduled after the cutoff time below will be processed on the next business day.

Payment(s) can be scheduled up to 364 days in advance.

You understand and agree that we are not responsible for the timely delivery of mail, or the improper transmission or handling of payments by a third party (such as the failure of the payee to properly post a payment to your account). You also understand and agree that we are not responsible if you do not have sufficient funds in your account on the date payment is to be deducted from your account.

Payment(s) made through the Bill Payment Service require sufficient time for your payee to credit your account properly. You must authorize and schedule payment(s) within a sufficient time frame to avoid finance charges or other charges that may be assessed by the payee for late or non-receipt of payment. The Bank will not be responsible for any charges assessed or other action taken by a payee resulting from a late or non-receipt of payment, including but not limited to finance charges and late fees.

Funds must be available in the designated account on the scheduled payment date. If your account does not have sufficient funds on the scheduled date, the payment will be processed as any other non-sufficient funds item, with all applicable charges as provided in the Deposit Agreement. You will be notified and the Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process the transaction. In all cases, you will be responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the event you have insufficient funds to make some, but not all, of the payments scheduled for a particular date, the Bank may use such method as disclosed in the Deposit Account Agreement.

How to Cancel an Online Bill Payment

A bill payment that you have scheduled, but has not been completed, may be canceled if it is in the Pending Payments list. A verbal request to cancel a bill payment can be made by contacting Online Banking Services at (219)853-7630. The request must precisely identify the name of the payee, the payee assigned account number, the amount and scheduled date of the payment.

If a bill payment is paid electronically and has been debited from your account, you cannot cancel or stop the transaction.

If a bill payment is paid by paper draft, you may be able to cancel the payment if the paper draft has not cleared. Contact Online Banking Services at (219)853-7630. If the paper draft has not cleared, we will attempt to process your stop payment request. If the paper draft has already cleared, you will be notified. To process this request, you must submit a message, under your user ID and password, from Online Banking, authorizing this action without your physical signature.

e-Bills

The e-Bills feature of the Online Bill Payment Service enables you to receive an electronic version of your bill(s) from participating Payees. If you authorize the Bank to obtain information from the Payee and the Payee permits electronic delivery of bills, an e-Bill will be delivered to Online Banking shortly after it is issued. To do so, you will be required to enter information needed to retrieve the e-Bill, such as a user ID, password and other identifying information. By providing this information, you are authorizing the Bank to access the Payee's website on your behalf and retrieve your account information.

Payees establish their own criteria for reviewing requests to send e-Bills and have sole discretion in accepting or declining your request. Payees typically require five (5) business days to act upon your request to receive e-Bills. It may take up to two (2) billing cycles for an e-Bill to appear in Online Banking. Payees may continue to provide paper copies of bills. It is your responsibility to contact the Payee to request they stop sending paper bills.

Automatic payment of an e-Bill may be set-up in accordance with payment rules that you specify. Automatic payment in response to an e-Bill is paid when an e-Bill is received from a Payee. If an e-Bill is not received, the automatic payment will not be made. The Bank is not responsible for the delivery of e-Bills.

Email reminders can be set-up to receive an alert when your e-Bill arrives and when a payment is due that has not been scheduled. Notifications and reminders are solely for your convenience. It is your responsibility to maintain an accurate email address and login to Online Banking to check the delivery status of the e-Bill, and authorize the payment.

Expedited Payments

The Expedited Payments feature of the Online Bill Payment service enables you to have a payment processed faster. Depending on the intended payee and time of day, Expedited Payments are available for same day or next day processing and posting. Online Banking will automatically determine whether the Expedited Payments option is available for a payee and determine the date your Expedited Payment will be processed (the deliver by date). If the Expedited Payments feature is not available for a payee, it will not be presented as an option.

Depending on payee limitations and time of day, an Expedited Payment for same day processing may not be available. The delivery by date may be delayed until the following business day.

If Expedited Payments are initiated after the cutoff time for same day processing, the payment will not be processed until the following business day. Online Banking will notify you of the additional processing time before you approve the Expedited Payment.

An Expedited Payment that is in-process cannot be canceled or stopped, for any reason, after it has been submitted to the Bank. Expedited Payment fees will be assessed to the bill payment funding account selected for the Expedited Payment. Review the service fees section of this document for applicable fees.

Limits

There may be limits on the dollar amount of the transactions you can make using Online Banking. These limits may change from time to time in accordance with applicable laws and regulations and according to the discretion of Bank. You may only make payments through the Service the valid currency of the United States (U.S. Dollars). There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

Stop Payment Request for Checks

You may initiate stop payment requests online via Online Banking for checks (not pre-authorized or electronically established payment requests) you have written on your Bank accounts (not checks issued on your behalf using the Online Bill Payment Services). Online stop payment requests will be processed the same business day if initiated before the cutoff time below.

Stop payment fees, according to the Deposit Agreement, will be assessed to the account on which the stop payment has been issued. The stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check.

It is understood that you are authorizing this stop payment action to occur by sending it to us under your user ID and password without your physical signature.

Periodic Statements

All Online Banking transactions will appear on your periodic account statement with the exception of stop payment requests.

Online Statements

You may choose to receive checking, savings, certificate of deposit, and loan statements online. Online Statements will be delivered within Online Banking and can only be accessed after you successfully login. If you choose to have your statement delivered online, it will not be sent in the mail. You will receive an alert when your statement is available.

You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

Quicken® Connectivity

You may download your account activity from Online Banking in a .qbo file for import to the Quicken® software. You are responsible for separately purchasing Quicken, and Bank makes no warranties nor accepts any liability for such software. Quicken is a registered trademark of Intuit, Inc.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We may notify you of any required notice of change in terms on our website www.ibankpeoples.com, by email or postal mail. If advance notice of the change is not required, and the change does not jeopardize the security of your account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any part of or all of Online Banking indicates your acceptance of the change in terms.

We reserve the right to waive, reduce or reverse charges or fees in certain situations. You acknowledge and agree that the applicable deposit account or loan agreements and disclosures govern changes to fees applicable to specific accounts. You also agree to accept notification on any and all changes to these accounts by email, mail sent through Online Banking or postal mail.

If your email account changes or is cancelled, you must contact Online Banking Services immediately.

Disclaimer of Warranty and Limitations of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the services of Online Banking provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking

services will be available and operational at all times or that you will always have access to Online Banking. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or have the capacity to meet your demands during specific hours.

You agree that the Bank, its officers, directors, employees, agents or affiliates are not liable for any direct, indirect, incidental, special or consequential damages under or by reason of any services or products provided hereunder, your use of or access to Online banking, or the inability to use the services or products provided hereunder, including, but not limited to, loss of profits, revenue or data by you or any third party, whether in an action in contract or tort or based on a warranty. Neither the Bank nor its suppliers will be liable for unauthorized access to the Bank's transmissions facilities, premises, equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of the Bank or its suppliers' negligence.

The Bank attempts to properly transmit email or other electronic communications. However, by using Online Banking, you agree that you will not assert any claim against the Bank arising from the inadvertent or negligent misdirection of email or other electronic communications to a third party, even if such email results in the disclosure to a third party of confidential or personal information about you.

The above disclaimer of warranty and limitation of liability does not reflect your rights under Regulation E. Please consult your electronic funds transfer disclosure for information regarding your notification requirements and potential liabilities concerning unauthorized transfers through Online Banking.

Third Party Network Disclaimer

You may not resell or redistribute any services you receive through Online Banking, our other services or from our suppliers. You acknowledge and agree that neither the Bank nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will not use the services provided to you for illegal or disruptive purposes. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited email ("spamming"), propagating computer worms or viruses or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties.

Third Party Software; Electronic Threats

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with Online Banking (for example Quicken, Microsoft Money, etc.). The Bank is not responsible for any electronic threats (for example viruses, spyware, etc.) that you may encounter. We encourage you to routinely scan your computer, diskettes and software using a reliable antivirus and malicious software detection products to detect and remove any electronic threats found. Undeleted or unrepaired electronic threats may alter, corrupt, transmit, damage, or destroy your programs, files and even your computer. Additionally, you may unintentionally transmit electronic threats to other computers, diskettes or software. It is your responsibility to maintain the integrity of your computer.

Your Right to Terminate

You may cancel your Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to Online Banking will be suspended within three (3) business days of our receipt of your instructions to cancel the service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred prior to the date of cancellation.

Our Right to Terminate

You agree that we can terminate or limit your access to Online Banking for any of the following reasons:

- a. Without prior notice, if you have insufficient funds in any one of your bank accounts. Online Banking may be

reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc.

- b. Upon three (3) business days' notice, if you do not contact us to designate a new primary checking account immediately after you close an existing primary checking account.
- c. If you do not login to Online Banking during any consecutive ninety (90) day period. If you wish to reinstate Online Banking services, you must contact the Bank.
- d. You violate any term or condition of this Agreement.
- e. For any other reason at our sole discretion, with reasonable notice.

Electronic Mail

If you send the Bank an electronic message (email), the Bank will be deemed to have received it no later than the following business day. The Bank will have a reasonable time to act on your email.

You should not rely on email if you need to communicate with the Bank immediately (for example, to report the loss, theft or unauthorized use of your password or an unauthorized transaction). **Do not use email to send us confidential information about your account.**

You are strongly recommended to use Bank Mail, a secure messaging service within Online Banking, for contacting us regarding your account.

Communication Between Peoples Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- E-mail – support@ibankpeoples.com
- Secure Message – Online Banking > Customer Service > Contact Us
- Telephone -You can contact us by telephone at (219) 853-7636
- Fax: Attn: Digital Banking Services, 219-836-4424
- Postal Mail -You can write to us at: Peoples Bank -Attn: Digital Banking, 9204 Columbia Ave., Munster, IN 46321

Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or Service records, or (for online Services) by posting the notice at our website. Notice of a transaction to an online Account is also given if posted to and viewable by you on that Account. Notices may also be given to you by message on any paper or electronic statement that we issue in connection with affected Service(s) or with any Account(s) that use the affected Service(s) (e.g., statements or reports that reflect transactions in, fees for, or Account Analysis).

All Electronic communications will be provided by one of the following methods: (i) via e-mail (any Electronic communication sent by secure e-mail will be deemed to have been received by you when we or our Vendor send it to you, whether or not you receive the e-mail); (ii) by access to a Website that we will designate in an e-mail notice we send to you at the time the information is available; (iii) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; (iv) by posting the communications to the online service; or (v) by requesting you download a PDF containing the communication.

In addition, in order for us to service your Account, mitigate fraud or to collect any amounts you owe, we or our Vendor may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your Account, including wireless telephone numbers that could result in charges to you. You acknowledge and agree that the manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.

You agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use email to send banking instructions, account information or transaction information. If you email us or ask us to reply to you via email you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from email. If you send us an electronic e-mail the Bank will have reasonable time to act on your email. We are not responsible for misdirected or lost emails.

We will never contact you by email, phone, or SMS text, or Internet-based requests to ask for or to verify Access Credentials, Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you should not respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email.

Applicable Law and Jurisdiction: Interpretation and Modification

This Agreement shall be governed by and construed and enforced in all cases by the substantive laws of the State of Indiana, the NACHA rules and other applicable federal laws and regulations, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. **The parties hereby consent to the exclusive jurisdiction of any state court situated in Lake County, Indiana, or federal court located in the northern district of Indiana, and waive any objection based on forum non convenient with regard to any actions, claims, disputes, or proceedings relating to this agreement or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing.** Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against you in the competent courts of any other jurisdiction or jurisdictions.

Waiver of Jury Trial

THE PARTIES HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE OBLIGATIONS HEREUNDER, OR ANY TRANSACTION ARISING THEREFROM OR IN CONNECTION THERETO. YOU REPRESENT TO THE BANK THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Binding Agreement: Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank hereunder.

Attorney Fees

Should any dispute arise between the parties to this Agreement concerning the rights and duties of either party in relation to this Agreement, the Bank shall be entitled to recover (in addition to any other relief that may be granted) a reasonable sum as and for its attorney fees in connection with such dispute.

Cutoff Times

The following services are subject to the following cutoff hours on business days:

Stop Payments	6:00 PM CT
Internal Account Transfers	6:00 PM CT
External Transfers	6:00 PM CT
Bill Payment	6:00 PM CT
People Pay	6:00 PM CT

Service Fees

Please refer to our Schedule of Services for additional information about fees and charges.

Last Update:12/26/19

Addendum A to the Consumer Online Banking Agreement and Disclosure

External Transfer Service

- 1. Agreement.** This addendum (“Addendum”) amends and becomes a part of the Consumer Online Banking Agreement and Disclosure (“Agreement”). To the extent that the terms of this Addendum are inconsistent with the Agreement, this Addendum shall control. By using the External Transfer Service or permitting any other person to use the External Transfer Service, you accept all terms and conditions of this Addendum.
- 2. External Transfer Service.** The External Transfer Service will enable you to make “Transfers,” defined as transfers moving funds to/from your Account at the Bank (“Internal Account”) to/from certain deposit or investment accounts owned by you at other financial institutions (“External Account”).
- 3. License.** The Bank grants you a non-exclusive, non-transferable limited license to use the External Transfer Service.
- 4. Definitions.** The term “Online Banking Services” is hereby amended to include the External Transfer Service, but otherwise shall have the same meaning as in the Agreement. The term “Electronic funds transfers” is hereby amended to include ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Bank accounts and any transactions initiated through the External Transfer Service. Furthermore, you acknowledge that transfers in Online Banking can be made between the accounts designated on the Funds Transfer Authorization Request Form or as otherwise indicated using the External Transfer Service.
- 5. Timing and availability.** You may use the External Transfer Service at any time, although some or all options may not be available occasionally due to emergency or scheduled maintenance. The Bank shall attempt to post notice of any extended periods of non-availability through the Bank’s website, www.ibankpeoples.com. Payments made using the External Transfer Service will usually be available to the recipient in no less than two business days from the date of their acceptance. Payments initiated on a day that is not a business day, or after normal business hours on a business day, will usually begin processing on the following business day.
- 6. Registering External Accounts.** You must provide certain identifying information about each External Account in order to register that account for this service. You may only attempt to register External Accounts that you own or for which you have the authority to transfer funds.
- 7. Sufficient funds.** You must have sufficient available funds in the Internal Account to cover all Transfers on the date scheduled. If the Internal Account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreement. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreement.
- 8. Cancelling transactions.** If you direct us to begin processing a transfer immediately or a transfer's status is in-process or processed, you no longer have the right to cancel it. However, the Bank, at its option, may attempt to cancel the transaction.
- 9. Other institutions.** We are not responsible for any failure of another financial institution to act in a timely manner in conjunction with the External Transfer Service. We cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.
- 10. Means of delivery.** In our sole discretion, we may use any means that we consider suitable in order to facilitate the External Transfer Service. You agree that the means of delivery and the security procedures for the External Transfer Service are commercially reasonable.
- 11. Review and termination.** All use of this External Transfer Service is subject to internal review by the Bank. In the event we, in our sole discretion, determine that there are heightened risks associated with your use of the External Transfer Service, we may delay or cancel any pending transfers, with or without notice. We may determine that there are heightened risks on any basis that we deem reasonable, including but not limited to the following circumstances: 1) Any of your Internal Accounts are not current or are not in good standing; 2) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Internal Account during the current or six prior calendar months; or 3) You have had prior transfer(s) canceled or revoked due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any other reason.
- 12. Limits.** The use of the External Transfer Service will be subject to daily and monthly cumulative dollar limits. We will notify you of these limits upon reasonable request. We may change your dollar limits at any time at our sole discretion.
- 13. Alerts.** For each transfer attempt, we will send an alert to the e-mail address indicated in our records. These

alerts may advise you of a successful external transfer, a failed transfer from an External Account, or a failed transfer to an External

Account. You agree to immediately notify us if you receive such an alert but did not originate such a transfer.

14. *Errors.* You acknowledge and agree that if a payment order relating to a transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank on the basis of the account number, even if it identifies a person different from the named beneficiary, and that your obligation to pay the transfer issued by you to us shall not be excused by such payment.

15. *Disclaimers.* The External Transfer Service is provided on an "as is" and "as available" basis. The Bank disclaims all warranties and representations of any kind with regard to the External Transfer Service.

16. *Limitation of Liability.* The Bank will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in the External Transfer Service, or for the incompatibility between the External Transfer Service and your software and/or hardware. The Bank will not be liable for any losses arising out of any use or non-use of the External Transfer Service or any portion thereof, or circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, regardless of whether the Bank was made aware of the likelihood of such damages occurring.

17. *Use.* You will not use the External Transfer Service for any illegal, fraudulent, unauthorized or improper manner or purpose, nor in any way that would infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. You will use the External Transfer Service in compliance with all local, state, and federal rules, laws and regulations, including but not limited to: a) Reg. CC; b) Expedited Funds Availability Act; c) Bank Secrecy Act; d) rules of the National Automated Clearing House Association (NACHA); and e) the laws administered by the Office of Foreign Assets Control.

18. *Notification.* You agree to promptly notify the Bank of any suspected errors regarding the use of the External Transfer Service.

19. *Indemnity.* You agree to indemnify and hold the Bank, its affiliates, directors, officers, employees, agents and licensors harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which the Bank may be subjected or which the Bank may incur in connection with any claims that might arise from or out of your use of the External Transfer Service.

20. *Waiver.* Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

Addendum B to the Consumer Online Banking Agreement and Disclosure

People Pay Service

- 1. Agreement.** This addendum (“Addendum”) amends and becomes a part of the Consumer Online Banking Agreement and Disclosure (“Agreement”). To the extent that the terms of this Addendum are inconsistent with the Agreement, this Addendum shall control. By using the People Pay Service or permitting any other person to use the People Pay Service, you accept all terms and conditions of this Addendum.
- 2. People Pay Service.** The People Pay Service will enable you to make electronic payments from an Account that you designate (“Payment Account”) to anyone with an e-mail address, mobile phone number, PayPal account, or mailing address directly from your Account.
- 3. License.** The Bank grants you a non-exclusive, non-transferable limited license to use the People Pay Service.
- 4. Definitions.** The term “Online Banking Services” is hereby amended to include the People Pay Service, but otherwise shall have the same meaning as in the Agreement. The term “Electronic funds transfers” is hereby amended to include ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Bank accounts and any payments initiated through the People Pay Service. Furthermore, you acknowledge that transfers in Online Banking can be made between the accounts designated on the Funds Transfer Authorization Request Form or as otherwise indicated using the People Pay Service.
- 5. Timing and availability.** You may use the People Pay Service at any time, although some or all options may not be available occasionally due to emergency or scheduled maintenance. The Bank shall attempt to post notice of any extended periods of non-availability through the Bank’s website, www.ibankpeoples.com. Payments made using the People Pay Service using an email, mobile phone number, PayPal, or bank account will usually be available to the recipient in no less than two business days from the date of their acceptance. Payments initiated on a day that is not a business day, or after normal business hours on a business day, will usually begin processing on the following business day. Payments sent by check are mailed the recipient and will usually be available in five to seven business days.
- 6. Fees.** Your use of the People Pay Service may be subject to the following fees (“Fees”):
 - E-mail or Mobile Phone Payment – Free
 - PayPal Payment - \$0.95
 - Deposit to Bank Account -\$0.95

You agree to pay all Fees assessed in connection with this Addendum, as well as any other charges associated with the Account in a timely fashion. You further agree that the Bank may deduct Fees directly from the Account.

- 7. Sufficient funds.** You must have sufficient available funds in your Payment Account to cover all payments executed using the People Pay Service at the time such a payment is originated, as well as any other obligations, including any fees incurred in connection with this Addendum. If your Payment Account does not have sufficient available funds, we may elect not to initiate one or more of the payments. If we do elect to initiate the payment, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreement. If we do elect to initiate the payment, you agree to pay all related fees as disclosed in your Deposit Agreement.
- 8. Cancelling payments.** You acknowledge that certain payments made using the People Pay Service, including, but not limited to payments directed to a bank and Pay Pal accounts, may not be cancelled once they are initiated by you. For payments that may be cancelled, the Bank at its option, may attempt to cancel only until the recipient claims the payment.
- 9. Other institutions.** We are not responsible for any failure of another financial institution to act in a timely manner in conjunction with the People Pay Service. We cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.
- 10. Means of delivery.** In our sole discretion, we may use any means that we consider suitable in order to facilitate the People Pay Service. You agree that the means of delivery and the security procedures for the People Pay Service are commercially reasonable.
- 11. Review and termination.** All use of this People Pay Service is subject to internal review by the Bank. In the event we, in our sole discretion, determine that there are heightened risks associated with your use of the People Pay Service, we may delay or cancel any pending payments, with or without notice. We may determine that there are heightened risks on any basis that we deem reasonable, including but not limited to the following circumstances: 1) Any of your Accounts are not current or are not in good standing; 2) You have had an overdraft, an over-limit item, or

an item returned for insufficient funds with respect to any Account during the current or six prior calendar months; or 3) You have had prior transactions canceled or revoked due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any other reason.

12. *Limits.* The use of the People Pay Service will be subject to daily and monthly cumulative dollar limits. We will notify you of these limits upon reasonable request. We may change your dollar limits at any time at our sole discretion.

13. *Alerts.* For each payment attempt, we will send an email alert to the address indicated in our records, and/or a text message alert to the cellular phone number indicated in our records. You agree to immediately notify us if you receive such an alert but did not originate such a transfer.

14. *Errors.* You acknowledge that if a payment order describes a beneficiary incorrectly, payment will be made on the basis of the incorrect information, even if it identifies a person different from the your intended beneficiary. You further agree that your obligation to pay the transfer issued by you to us shall not be excused by such payment.

15. *Disclaimers.* The People Pay Service is provided on an "as is" and "as available" basis. The Bank disclaims all warranties and representations of any kind with regard to the People Pay Service.

16. *Limitation of Liability.* The Bank will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in the People Pay Service, or for the incompatibility between the People Pay Service and your software and/or hardware. The Bank will not be liable for any losses arising out of any use or non-use of the People Pay Service or any portion thereof, or circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, regardless of whether the Bank was made aware of the likelihood of such damages occurring.

17. *Use.* You will not use the People Pay Service for any illegal, fraudulent, unauthorized or improper manner or purpose, nor in any way that would infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. You will use the People Pay Service in compliance with all local, state, and federal rules, laws and regulations, including but not limited to: a) Reg. CC; b) Expedited Funds Availability Act; c) Bank Secrecy Act; d) rules of the National Automated Clearing House Association (NACHA); and e) the laws administered by the Office of Foreign Assets Control

18. *Notification.* You agree to promptly notify the Bank of any suspected errors regarding the use of the People Pay Service.

19. *Indemnity.* You agree to indemnify and hold the Bank, its affiliates, directors, officers, employees, agents and licensors harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which the Bank may be subjected or which the Bank may incur in connection with any claims that might arise from or out of your use of the People Pay Service.

20. *Waiver.* Any waiver (express or implied) by either party of any default or breach of this Addendum must be in writing and shall not constitute a waiver of any other or subsequent default or breach.