



Internet Banking Agreement

The Internet Banking Agreement governs your use of our Internet Banking Service and contains the terms and conditions associated with performing banking functions on accounts linked to the Service.

Definitions: As used in this agreement, “we”, “us” and “our” refer to Industrial Bank and “you”, “your” and “I” refer to each and every authorized user of the “Services”.

The following terms will have the meanings specified below when used in this Agreement: Other terms are defined elsewhere in this Agreement in the context of the provisions in which they are used.

“Access Code” – means your unique User ID and Password.

“Business Day” – means Monday through Friday, excluding Federal Reserve holidays.

“Your Computer” – means your computer and all related hardware and software.

“Online Account” – means any authorized account from which you will be conducting transactions using the “Services”

“Internet Banking” – means Internet-based services providing access to your personal account(s).

Accepting This Agreement: Your use of any of the Services, or use of any of the Services by some other person to whom you have given permission, confirms your agreement to be bound by the terms and conditions contained in this Agreement as well as any rules for use of the Services. It also acts as your acknowledgement of your receipt and understanding of the disclosures in this Agreement and your agreement allowing all disclosures or other information required under applicable law to be sent electronically.

Other Agreements; Severability; Governing Law. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank’s Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank’s obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This agreement shall be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state’s rules regarding conflict of laws.

Secure Communications: Our system ensures that data exchanged between your PC and our computers is encrypted with 128-bit encryption—the strongest encryption available. Encryption is accomplished through Secure Sockets Layers (SSL) which utilize mathematical formulas to “encrypt” or hide information from prying eyes on the Internet. Additionally, if SSL detects that data was added or deleted after you sent it to the bank, the connection will be severed in order to guard against any tampering. The most popular browsers have the SSL security feature built in. To verify your session is secure, look for https: instead of http: in the URL address line, and a secure symbol (for example, closed padlock or key) on the status bar of your browser located on the lower part of the screen.

Refer to our [Online Security Statement](#) for additional Internet Banking and Security information.

Links: Industrial Bank has made a limited effort to determine that the links to other websites function properly. However, linked sites are not under the control of Industrial Bank and Industrial Bank is not responsible for the content of such sites, as we have no control over what is displayed there. Even if you access a different site by means of the link provided by Industrial Bank you are responsible for confirming the identity and authenticity of any website/company you visit and transact business with online. The inclusion of a link does not imply or constitute an endorsement by Industrial Bank of the website, its ownership or management, the product or services it offers, or any advertisers or sponsors appearing on the website.

Hardware and Software: In order to use the Services, you must have a personal computer, modem (or other communications equipment) and the software installed and working on your computer to access the Internet through an Internet Service Provider. Your Web Browser Software must provide encryption using a 128-bit key. You are responsible for the installation, maintenance and operation of your computer and your software. The risk of error, failure or nonperformance is your risk and includes the risk that you do not operate your computer or your software correctly. Industrial Bank is not responsible for any errors or failures from any malfunction of your computer or your software. You are solely responsible for maintaining up to date virus detection software and for scanning your computer for computer viruses. Industrial Bank is not responsible for any computer virus-related problems that may be associated with the use of Internet Banking. Industrial Bank will have no liability to you for any damages or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

Eligible Accounts: Access to the Services requires that you have at least one eligible deposit account with us. If you have more than one account with us the accounts will be linked under Internet Banking so long as you are an owner and signer on the account(s). No account that is owned in a fiduciary capacity or requires two or more persons acting jointly through signature or otherwise, to initiate a transaction or transfer is eligible for the Services and you should notify us immediately if such an account appears as an eligible account. Joint accounts will still qualify to be linked if you, acting alone, are authorized to access the account to initiate a transaction or transfer.

NOTE: All eligible accounts identified with your Social Security Number, now existing or established in the future, will automatically be linked and will be accessible through the Services.

Online Services: You may use Industrial Bank's Internet Banking to perform any of the following services:

- To transfer funds between any Deposit Accounts
- To receive and download balance and transaction information for Deposit and Loan Accounts.
- To pay bills electronically from a Deposit Account that is a checking account with unlimited check writing privileges.
- To reorder checks for an account you already have with us.
- To place stop payment orders.

These features of Industrial Bank's Internet Banking are limited by and subject to the terms and conditions described below.

Transfers to and from accounts: You may use Industrial Bank's Internet Banking to initiate electronic transfers from one Deposit Account that is a checking, savings, or money market account to another Deposit Account that is a checking, savings, or money market account. You may also use Industrial Bank's Internet Banking to initiate electronic funds transfers from a Deposit Account to make payments on your loans at Industrial Bank. Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as expressly provided in this Agreement or your deposit agreement with us.

You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Industrial Bank's Internet Banking by you or by any other person who is authorized to use your Access Code. You agree that we may treat any such Bank transfer from a Deposit Account the same as a duly written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.

Account Information: You may use Industrial Bank's Internet Banking Service to receive, download and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account and the daily account balance. Because the information made available to you is "raw data" furnished through our Internet Banking Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim any liability for the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of the statement.

Stop Payments: You authorize Industrial Bank to accept stop payment orders that you request through online banking, and you agree that information that is electronically transmitted to establish or renew a stop payment order shall be sufficient evidence of the stop payment order, shall be deemed the equivalent of a written stop payment order and can be printed for your records or retrieved electronically. It will be our process to send notification via mail to you within five (5) business days of the stop payment request confirming the transaction. If notification is not received, it will be your responsibility to telephone your Branch Office to ensure that the stop payment order has been placed.

Accessing Your Accounts, Security and Your Responsibilities

Password and Login Security: Security is very important to Industrial Bank. When you complete the Internet Banking Enrollment form you will be assigned an "Access ID" and "Temporary Password". When you login to the service for the first time, you will be prompted to change your temporary password to a password known only to you. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell or disclose your password to anyone.

Industrial Bank is entitled to act on instructions received through our Internet Banking Service under your password and without inquiring into the identity of the person using that password.

If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account (s).

New Services:

We may from time to time introduce new services or enhance existing services available through the Internet Banking Service. We shall notify you of these new or enhanced services. By using these new services when they become available, you agree to be bound by the terms and conditions relating to these services, notice of which will be sent to you, if required by applicable law, prior to their release.

ADDRESS OR BANKING CHANGES

You agree to promptly notify us in writing of any address change. Additionally, you agree to notify us in writing at least ten (10) Business Days in advance of any change in your Payment Account, or your banking status.

TERMINATION OR DISCONTINUATION

In the event you wish to discontinue the Service, you must notify us in writing. Such notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuance date and must be sent to:

Industrial Bank, NA
4812 Georgia Avenue, NW
Washington DC, 20011
Attention: Internet Banking Department

We reserve the right to terminate this agreement and your right to use the Internet Banking Service at any time and for any reason. Such termination may be without prior notice to you, but we will notify you of termination by mail at your last listed address.

[I Agree](#) [I Disagree](#)