



## Corporate Internet Banking Application and Disclosures

Please read the following Terms and Conditions associated with Industrial Bank NA's Internet Banking service. To apply for the service, please click the "Agree" button at the bottom of the page to proceed to your online application, which you will print and send to Industrial Bank.

### **Industrial Bank NA's Corporate Internet Banking Service Agreement, Terms and Conditions, and Disclosures**

This Agreement and these Terms and Conditions and Disclosures apply to any Internet or PC-based electronic banking services that the undersigned customer (the "Company" or "you") receives from Industrial Bank NA (the "Bank" or "us"), including **bill payment services** offered by Industrial Bank NA via its Internet Banking Service. By signing below, the Company agrees to these Terms and Conditions and any modifications thereof. The Bank reserves the right to modify any of these Terms and Conditions at any time, notice of which will be provided to the Company as required by applicable law. Except to the extent that they conflict with this agreement and these Terms and Conditions and Disclosures, the Bank's Electronic Fund Transfers Disclosures shall apply to the Internet Banking Service. This Agreement shall remain in effect until the Company (a) closes its Designated Account (defined below) or (b) notifies the Bank that the Company wishes to discontinue use of the Internet Banking Service and the Bank has a reasonable opportunity to act upon such notice.

The Internet Banking Service allows you to pay bills, obtain account balances and transaction information, transfer funds between certain accounts, and **send and receive electronic mail ("email")**. The services made available to you through the Internet Banking Service may be provided by third parties on behalf of the Bank. To obtain Corporate Internet Banking Services from Industrial Bank NA, you must submit a Corporate Internet Banking Service Request and Business Resolutions in a form acceptable to the Bank.

### **Your Industrial Bank NA Accounts**

To obtain Corporate Internet Banking Services, you agree to maintain at least one Industrial Bank NA checking account as long as this Agreement is in effect. The Company will be assigned one User Name and Password to gain access to the Internet Banking Service. You agree to keep the Password confidential to prevent unauthorized access to the Designated Account and unauthorized use of the Internet Banking Service. You are responsible for any Internet Banking Service transaction, whether or not authorized by you, which is initiated with your Password. To help safeguard your account, you should change the Password frequently. Contact us immediately if you believe that someone has obtained your Password or may have access to your account without your permission. Telephoning us at 202-722-2000 or toll free at 1-888-IBW-BANC is the best way of minimizing your losses. If you forget your password, we will issue a new temporary password.

#### **Transfers**

The Company may use the Internet Banking Service to make transfers between any eligible Industrial Bank NA accounts. **Transfers are counted against the permissible number of transfers from the Company's account(s)**. For the Company's protection, we reserve the right to limit the frequency and dollar amount of transfers between the Company's accounts. The Company hereby authorizes the Bank to debit any account when the Bank transfers funds on the Company's behalf.

### **Bill Payment Services**

If you enroll in the Bank's bill payment service, you must designate one Industrial Bank NA checking account from which payments will be made on the Company's behalf (the "Designated Account"). The Designated Account shall remain subject to the terms and conditions governing business deposit accounts at Industrial Bank NA. The Company hereby authorizes the Bank to debit the Designated Account when the Bank makes payments to merchants on the Company's behalf.

To pay bills using the Internet Banking Service, you must use a computer to authorize a payment from the Designated Account. Your payment will be made either by transferring funds to the merchant by electronic means or by sending a paper draft from the Designated Account payable to the merchant. You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means. You agree that your Password is your signature authorization for any payments made using the Internet Banking Service.

You may use Industrial Bank NA's bill payment service to make payments to any payee with an address in the United States that agrees to accept payments in this manner. You may not use the bill payment service to transmit child support, alimony or other court-directed payments; or to pay taxes or make other payments to state or federal government agencies. For your protection, we reserve the right to limit the frequency and amount of bill payments made each day from your Designated Account and to refuse to make payments to certain payees or which reasonably appear to us to be fraudulent or erroneous.

You may use the Internet Banking Service to authorize automatic payments to pay recurring bills or to make recurring transfers from one Industrial Bank NA account to another, provided that the payments or transfers are for the same amount each month and are to be made on the same calendar day of each month.

### **Scheduling Payments and Transfers**

It is your responsibility to schedule payments and transfers using the Internet Banking Service so that your bills are paid on time. You should schedule your payments at least seven business days in advance of the date on which your payment is actually due, not including any grace period. The date the merchant credits the payment depends upon the merchant's payment processing procedures, and Industrial Bank NA will not be responsible for any delays in crediting payments, which result from the merchant's payment processing procedures. You are responsible for any late payment or finance charges that may be imposed because of your failure to schedule payments at least seven business days in advance.

### **Payment and Transfer Cancellation and Modification**

You may cancel or modify a payment request or transfer by transmitting the cancellation or modification at least seven business days prior to the date on which the payment or transfer was scheduled to be made. **If your request to cancel or modify a payment is not received by us at least two business days before payment is to be made, you may be responsible for the payment.** Cancellation or modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with the payment or transfer request.

### **Payment and Transfer Authorization**

When you transmit a payment or transfer instruction, you authorize us to debit the Designated Account accordingly. You agree to maintain in the Designated Account sufficient funds to cover all payments and transfers that you instruct us to make on your behalf. If there are not sufficient funds in your Designated Account on the day a payment or transfer is scheduled, you agree that we may either refuse to make the payment without incurring any liability to you or make the payment and overdraw the Designated Account. You are responsible for any nonsufficient funds or overdraft charges we may impose, as stated in the Terms and Conditions of Your Deposit Account, as well as for the amount of any overdraft.

### **Confirmation of Payments and Transfers**

Each time you properly enter payment or transfer instructions and your Password, you are authorizing us to process your request in accordance with your instructions. Payment or transfer requests that are

properly initiated will appear on the "Pending Payments List" screen for confirmation. We will process each payment or transfer request that you confirm that appears on the "Pending Payments List" screen. If you have a printer, you should print a copy of the "Pending Payments List" screen for your records. If you do not have a printer, you may call or write to us to obtain a record of your authorized payment and transfer requests. If you have been notified of our refusal or inability to make a payment or you do not follow the instructions that we provide to you for initiating payments or transfers, you will bear full responsibility for all late fees, finance charges and other damages that you incur, and we will not be liable for any such amounts.

#### **E-mail**

You may use the Internet Banking Service to send us e-mail and to receive e-mail from us. Because we will not immediately receive e-mail that you send, you should not use e-mail if you need to communicate with us immediately (for example, to make stop payment requests or notify us of lost or stolen ATM cards or passwords). We will not act upon your e-mail requests until we actually receive them and we have a reasonable amount of time to act upon them.

#### **Fees**

You agree to pay us fees for your use of the Internet Banking Service in the amounts listed in Industrial Bank NA's Schedule of Fees, as it may be amended from time to time. After you apply and are approved for the Internet Banking Service, you will be charged for all applicable fees, whether or not you use the Service. You hereby authorize us to deduct all fees that you owe from your Designated Account or, if there are not sufficient funds in your designated account, from any other account that you maintain with us.

#### **Liability Limitations**

We are responsible for processing your instructions and requests. However, we will not be liable:

- if you do not have adequate money in an account to complete a transfer or bill payment transaction from that account, or if that account has been closed.
- if you have not properly followed software or Internet Banking Service instructions on how to make a transfer or bill payment;
- if you have not given us complete, correct and current instructions so that we can make a transfer or bill payment;
- if you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- if we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt;
- if withdrawals from any of your accounts have been prohibited by a court order such as trustee process, garnishment or other legal process;
- if your computer or software was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment, or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred;
- if the U.S. Postal service causes a delay; if circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires and floods;
- for unauthorized transactions by persons using your User Name and Password;
- or your right to use the Internet Banking Service has been terminated for any reason.

We will be responsible for acting only on those instructions, which are actually received and cannot assume responsibility for malfunctions in communication facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Internet Banking Service. INDUSTRIAL BANK NA MAKES NO

EXPRESS OR IMPLIED WARRANTIES CONCERNING THE INTERNET BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS.

**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.

**Termination of Services**

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. If either you or we terminate this Agreement and your use of the Internet Banking Service, we will not be required to complete any payment or transfer requests but we may do so unless you cancel the payment or transfer requests in accordance with these Terms and Conditions. You will remain responsible for all payments and transfers, even if they occur after this Agreement is terminated.

**Customer Service Information**

For questions concerning your account or account statement, contact us at 202-722-2000 or Toll Free at 1-888-IBW-BANC, Monday through Friday, 8:30-5:00 p.m. or e-mail us at: customerservice@industrial-bank.com. For questions concerning bill payment processing and technical support only, contact Customer Service at 202-722-2000 or Toll Free at 1-888-IBWBANC. By printing this application I/we certify that I/we have read and understand the above disclosure. I/we agree to the terms and conditions outlined in the Industrial Bank NA's Business Internet Banking Service Agreement, Terms and Conditions, and Disclosures as stated above. Once this application has been accepted by Industrial Bank NA. I agree to the rules and fees associated with the use of Industrial Bank NA's Internet Banking services.

**I Agree    I Disagree**