

## ONLINE BANKING SUPPLEMENTAL AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online Banking services ("Services") made available to you by German American Bank ("Bank"). Please read this Agreement carefully. This Agreement supplements the Terms and Conditions of your Account, including the electronic funds availability that you agreed to when opening your account(s) with Bank, as such is amended or supplemented from time to time ("Account Agreement"). By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement as well as the terms and conditions of any separate agreement covering such Services.

### I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "ISP" refers to your Internet Service Provider;
3. "Online Banking" is Bank's internet-based service providing access to your Bank account(s);
4. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
5. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Services;
6. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
7. "Services" means the Bank's services offered to you as an account holder through Online Banking, and includes any Additional Services (as defined by Part III of this Agreement).
8. "Time of day" references are to Eastern Standard (or Eastern Daylight Savings when applicable in Jasper, Indiana) Time;
9. "User ID" is the Bank-generated identification code assigned to you for your connection to the Service;
10. "We", "us", or "Bank" refer to German American Bank, which is the Bank that offers the Services and that holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

## II. Access to Services

The Bank will provide instructions on how to use the Online Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 7:30 p.m. on business days and all transactions that are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

## III. Banking Transactions with Online Banking

Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- *Regular Savings account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.
- *Market Smart and the Market Manager account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, by telephone, Online Banking, check, draft, or debit card.

*Please note:* If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

Additional Services. The Bank presently offers certain additional Services beyond the Transfer services, including electronic account statement (e-Statement) Services and an online Bill Pay Service, and may introduce new services for Online Banking from time to time ("Additional Services"). The Bank will notify you of the existence of these Additional Services. By using these Additional Services as and when they become available, you agree to be bound by the rules that will be made available to you concerning these Additional Services and (if applicable) to fees for enrolling and accessing such Additional Services.

## IV. Schedule of Fees

The Bank offers the benefits and convenience of basic Online Banking Services, consisting of e-Statement Services and transfers of funds Services described above, to you without additional charge. Please refer to the separate fee schedules or agreements applicable to any Additional Services in which you may choose to enroll.

## V. Internet Security

- A. Your Password. You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking website;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 812-482-1314 or 800-482-1314 between the hours of 8:00 a.m. to 6:00 p.m. Monday through Thursday, 8:00 a.m. to 6:30 p.m. Friday, and 8:00 a.m. to 1:00 p.m. on Saturday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the website to change your Password.

- B. Virus Protection. We are not responsible for any electronic viruses, spyware, or other malware that you may encounter. We suggest that you routinely scan your computer using a virus protection product as well as spyware protection. Undetected malware may corrupt or destroy your programs, files, and your hardware, or may steal passwords or disclose other confidential data on your computer.

## **VI. Electronic Mail (E-mail)**

E-mail transmissions outside of the Bank's Online Banking website are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

## **VII. Linked Accounts**

All accounts with the Bank that you enroll in a Service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

## **VIII. Business Accounts**

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through Online Banking, whether now available or available at some time in the future; and
- use any Online Banking Service in any manner and for any purpose available through Online Banking, whether now available or available at some time in the future.

## **IX. Term and Termination**

- A. Term. This Agreement will become effective upon your acceptance of its terms and conditions, and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:
1. you do not pay any fee required by this Agreement (or any separate or supplemental agreements applicable to Additional Services) when due; or
  2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- C. Your Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:
1. By calling 800-482-1314; or
  2. By writing a letter and either sending it to the following address: Attention: German American, 711 Main Street, Jasper, IN 47546 or giving it to a Customer Service Specialist at any of the Bank's locations.
- D. Our Termination for any Reason. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice. We will promptly notify you in the event we terminate this Agreement or your use of the Services for any reason.

We may also convert your account to inactive status if you do not sign on to Online Banking or have any transaction scheduled through Online Banking during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through the Services.

## **X. Electronic Fund Transfer Provisions For Consumers**

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section. For potential liability on transactions other than online electronic fund transfers, please refer to the Account Agreement.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
3. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
  4. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and

- The amount of unauthorized transfers that occur after the close of two (2) business days and before notice to the Bank, provided the Bank establishes that these transfers would not have occurred had you notified the Bank within that two-day period.
5. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the Bank, and that the Bank establishes these transfers would not have occurred had you notified the Bank within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
  6. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation at the address or phone number listed below.
  7. You may notify the Bank in person, by telephone, or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking transaction, call (800) 482-1314 or write us at: Attn: Electronic Banking Services Department, German American, 711 Main Street, Jasper, IN 47546.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number;
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and
3. The dollar amount of the suspected error and date on which it occurred.

## **XI. Liability**

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. ALL ONLINE BANKING SERVICES ARE BEING PROVIDED TO YOU ON AN "AS-IS" and "AS-AVAILABLE" BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO ANY SERVICES OR ITS CONTENT OR FUNCTIONS OR THAT THE SERVICES WILL BE ERROR-FREE. WE HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE AND ANY IMPLIED WARRANTIES RELATED TO COURSE OF PERFORMANCE OR COURSE OF DEALING. In no event shall we be liable to you for failure to provide access, delay, difficulty in use, inaccuracy of information, computer viruses, malicious code, or other defect related to your Online Banking

accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking Services as delineated in this Agreement and any supplemental agreements for Additional Services in which you may enroll. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

Examples of circumstances in which we will not be liable to you in respect of activities in your accounts or the making or failure to make any transfer include:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If someone has accessed your accounts without your permission and you fail to notify the Bank within two (2) business days.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If the payee has processing issues.
10. If other provisions under the Account Agreement so provide. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER OR NOT WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF THE UNDERLYING ACTION.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.
- C. Third Party Equipment and Software. In order to access Online Banking services, you must have the necessary software and hardware equipment, including:
  1. Microsoft® Edge, Mozilla® Firefox, Google Chrome or Safari web browsers. Online Banking is designed for optimal use on the most current web browser version. Online Banking requires browser versions which support SSL (Secure Sockets Layer Encryption Technology), frames and Javascript. You should enable your cookies. Follow the instructions for your type of computer and browser to turn on your cookies;
  2. For mobile app access, the most current or two previous versions of Apple iOS or Android OS;

3. Up-to-date hardware (computer, tablet, smartphone, etc.) suitable for connecting to the internet or for downloading mobile apps or accessing our website;
4. Software that permits you to view .pdf format documents and communications.

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of a web browser provider such as those listed above or from a failure of an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- E. Cookies. The Bank may use cookies, web beacons or other technologies to make your online experience with the Bank's website more personal and consistent. As a matter of security, the Bank does not embed your personal information, including social security numbers or passwords, in the Bank's cookies. Cookies are required for all of the Bank's websites providing Online Banking Services. You can set your browser to reject cookies, but disabling session cookies will prevent you from banking online with the Bank. Accordingly, your use of the Bank's website constitutes your consent to the Bank monitoring, tracking, and recording your areas of interest and your interaction with the Bank's website through the use of cookies.

## **XII. General Terms and Conditions**

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each Additional Service and of the Account Agreement. Your use of Online Banking Services in respect of any particular Service is your acknowledgment that you have received these agreements, as applicable, and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement.
- B. Additional Terms and Conditions. If applicable, additional terms and conditions apply, including but not limited to the Mobile Remote Deposit Services Agreement, Electronic Statement Disclosure and Agreement, Popmoney®! Services Agreement, Zelle Terms of Service, Money Management User Agreement with NCR Corporation and MX Technologies, Inc., all as amended from time to time. Availability may be limited based on your account type, account ownership role, and/or the date of account opening.
- C. Copyright Notice. All logos, service marks, trade names, and trademarks contained within the Bank's Online Banking website are the sole property of the Bank. It is prohibited for anyone to use such trademarks without the written consent of the Bank. The Bank's Online Banking website may also contain such logos and trademarks of some third party, in which case it is also prohibited to use these marks without consent. The content contained in the Bank's Online Banking site is protected by copyright law. It is prohibited for users to display, distribute, publish, sell, transmit, license, create derivative works, or to use any content that is contained within the Bank's Online Banking website for any purpose whatsoever. Any unauthorized use of this information may be punishable by law.
- D. Bankruptcy Notice. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, your discharged debt is viewable on your online account for informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for that discharged debt. However, the Bank retains its rights under any security instrument that exists related to that discharged debt.

Any negotiations or arrangements entered into between you and the Bank do not constitute a waiver of your discharge, or an attempt to revive your personal liability for that discharged debt.

- E. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may notify you of any such revised terms and conditions via Online Banking and you will be deemed to have received it the next time you log on to Online Banking. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.
- F. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the Bank without your consent.
- G. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- H. Governing Law. This Agreement is governed by the laws of the State of Indiana and applicable federal law.
- I. DISPUTE RESOLUTION. THE RESOLUTION OF ANY DISPUTES UNDER THIS AGREEMENT SHALL BE LIMITED BY AND RESOLVED UNDER THE PROCEDURES OUTLINED IN THE ACCOUNT AGREEMENT.