

Independence Bank Online Statement E-Sign Disclosure

This Independence Bank Online Statement E-Sign Disclosure (“Disclosure”) applies to each account you have with Independence Bank where electronic statements are available (“Accounts”). The words “we,” “us,” and “our” means the Independence Bank and the words “you” and “your” means you, the individual(s) who is identified on the account as the owner or authorized signer as the account holder on the Account(s). As used in this Disclosure, “Statement” means any periodic statement, billing notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

Scope of Statements to Be Provided in Electronic Form. You have elected to have statements provided to you electronically through our online banking system. By replying with a positive response to the email containing the Independence Bank Online Statement E-Sign Disclosure, You agree that we may provide you with any statement relating to any Account in electronic format, and that we may discontinue sending paper statements to you, unless and until you withdraw your consent as described below. Your consent to receive electronic statements and transactions includes, but is not limited to:

- Periodic disclosures or monthly billing statements for your Account.
- Notices or disclosures about a change in the terms of your Account or associated payment feature.
- Notice and disclosures that are required by regulation to be provided to you in writing.
- Privacy policies and notices

Method of Providing Statements to You in Electronic Form. All statements that we provide to you in electronic form will be to the extent permissible by law, by access to our web site at <http://www.1776bank.com/> within our Online Banking System.

How to Withdraw Consent. You may withdraw your consent to receive statements in electronic form for any of your Accounts by contacting us via email using the “Contact Us” form on our Internet Banking Website <http://www.1776bank.com/> or by telephone at (270) 686-1776 or by postal mail at P. O. Box 988, Owensboro, KY 42302. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) at our Website <http://www.1776bank.com/> or by telephone at (270) 686-1776 or by postal mail at P. O. Box 988, Owensboro, KY 42302.

Hardware and Software Requirements. In order to access, view, and retain electronic statements that we make available to you, you must have:

- Personal Online Banking requires an Internet browser (**Internet Explorer 6.0® or Netscape 6.1® that supports 128 bit encryption ;**)
- Business Online Banking requires an Internet browser (**Internet Explorer 6.0® or Netscape 6.1® that supports 128 bit encryption;?)**
- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
- **Adobe Acrobat® Reader 7.0 or higher;**
- An e-mail account with an Internet Service Provider and e-mail software;
- A personal computer, operating system and telecommunication connections to the

Internet capable of receiving, accessing, displaying, and either printing or storing, statements received in electronic form from us **via a plain text-formatted e-mail** or by access to our web site using one of the browsers specified above.

Requesting Paper Copies. We will not send you a paper copy of any statement from us on accounts where you have elected to receive electronic statements, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the electronic statement to you. To request a paper copy, contact us by telephone at (270) 686-1776. We may charge you a reasonable service charge for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

Statement in Writing. All statement in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Independence Bank Online Statements, this Disclosure, your initial authorization to receive Independence Bank Online Statements and any changes to that authorization.

Federal Law. You acknowledge and agree that your consent to electronic statements is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic statement, or to terminate or change the terms and conditions on which we provide electronic statements, including any applicable discount for receiving Independence Bank Online Statements. We will provide you with notice of any such termination or change as required by law.