

**1st Source Bank**  
**Electronic Statement Terms and Conditions**

Thank you for your interest in convenient Electronic Statements from 1st Source Bank. You will be able to view your current and past account statements on a secure website at no cost. Please read and accept the following ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION.

**ELECTRONIC STATEMENT CONSENT AND AUTHORIZATION**

In this Electronic Statement Consent and Authorization (the "Authorization"), the terms 'You', 'Your' and 'Yours' refer to all account holders. The word "Account" means all accounts held at 1st Source Bank, such as Checking and Savings accounts.

Please read this Authorization carefully and print or save a copy for your files. If you have trouble printing, saving, or accessing this Authorization, the Terms of Use (as defined below), or future amendments to the Terms of Use, you may call Customer Service at (574) 235-2000 or toll free at (800) 513-2360 to request paper copies.

You have the right to receive the Terms of Use in paper or non-electronic form, and may do so by calling the number provided above. In such a case, the Terms of Use will be mailed to your street address, and there will be no charge for you to receive the paper Terms of Use.

If you want to receive Electronic Statements, you shall first read and agree to all the terms and conditions ("Terms of Use") set forth in this Authorization. By clicking on the "Update My Statement Options" button below, you will acknowledge your understanding of, and agreement to, the following Terms of Use:

1. You consent (initially and on an ongoing basis) to receive your account statement in electronic format (Electronic) and authorize 1st Source Bank to **electronically** notify you by email that your current statement is available. You also consent to the receipt of any amendments or updates to the Terms of Use, and any additional disclosures required by law, to be provided to you in electronic form (Electronic). Notice of how you may access such amendments, updates, and additional disclosures required by law will be delivered to you at the email address you have provided to 1st Source Bank. Your agreement also permits the general use of electronic records and electronic signatures in connection with your use of all services provided relating to or in connection with the Electronic Statements (the Services). 1st Source Bank has the right to monitor and review all activities conducted on its online banking system.
2. Upon your acceptance of the terms and conditions set forth in this Authorization, 1st Source Bank will convert your account statement to a .pdf format available for viewing. Accordingly, you will discontinue receiving your account statement by US Mail. If at any time you wish to once again continue receiving your account statement by US Mail, please use the "Banking" tab in your Online Banking to change your selection of how to receive statements.
3. Pursuant to this Authorization, 1st Source Bank will deliver the Electronic Statement(s) through your Online Banking account. Your Electronic Statement will be available for your viewing, downloading or printing for a period up to twenty four (24) months from the date that any such statement is made available to you. 1st Source Bank will send you an electronic email message to the email address that is on file for you each time an Electronic Statement is made available online. **You shall be responsible for viewing your Electronic Statement in a timely manner to comply with any payment due dates, error resolution requirements and time periods, or with any other terms and conditions of your accounts.** You agree to contact 1st Source Bank immediately to report any irregularities in the service.
4. You will not be charged for the electronic availability (Electronic) of your Electronic Statement pursuant to this Authorization. 1st Source Bank reserves the right to charge you a fee if you request 1st Source Bank to mail or otherwise provide you with a paper copy of any account statement that already has been provided to you electronically or by US Mail.
5. To obtain access to your Electronic Statement, you need an Internet Service Provider (ISP) and a Web browser software program that supports a security technology called Secure Socket Layer (SSL). Versions 4.0 and higher of Netscape Navigator TM, Microsoft Internet Explorer, and America Electronic (AOL) all support SSL. If you are reading this consent through a personal computer and Java Script-enabled Internet browser (such as Internet Explorer), you will also need Adobe Acrobat Reader to be able to access your Electronic Statement.
6. You agree to maintain a valid, active email address. You shall notify 1st Source Bank within ten (10) business days of any change in your email address by using any of these options: 1) Change your email address online by logging into Online Banking. 2) Call Customer Service at (574) 235-2000 or toll free (800) 513-2360 for instructions. 1st Source Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from Electronic Statements or notifications sent to an invalid or inactive email address or postal address that you have provided. Should 1st Source Bank reasonably believe that you may not be receiving the email messages that are being sent to your email address notifying you of the availability of your Electronic Statement, we may cancel your use of the Service and begin sending you paper statements in the mail.
7. By accepting below, you confirm that you meet the hardware and software requirements required for you to access Online Banking and to access, view and print your Electronic Statement as contemplated under this Authorization.
8. When logging into your Electronic banking account, you will be asked to provide certain identification information in order to gain access your Electronic Statements. You will need to enter your User Name, validate your authentication picture and phrase, and enter your Password in order to view your account information, review and pay bills, and access your Electronic Statements.
9. 1st Source Bank hereby reserves at all times the right in its sole and absolute discretion to approve of and/or deem whether any account or account holder is eligible for the services set forth in the Authorization.

10. 1st Source Bank hereby reserves the right to terminate this Authorization and the Service and/or to cancel the ability of any account holder to access any Electronic Statement at any time without notice or as otherwise allowed by law. If 1st Source Bank takes any such action, the bank shall make the necessary changes to allow for the delivery of any related account statement by mail or as otherwise provided under the original terms of the applicable account agreement and disclosure statement.
11. Your ongoing consent to receive subsequent account statements electronically (Electronic) is voluntary and may be withdrawn at any time. You may withdraw consent at any time by calling Customer Service at (574) 235-2000 or toll free at (800) 513-2360 for instructions or by logging into 1st Source Bank online banking and sending us an email request.
12. 1st Source Bank hereby reserves the right in its sole and absolute discretion to limit the approval or availability of and the access to the services set forth in this Authorization to only the individual(s) listed on the bank's records. Electronic Statements is primarily intended to service personal accounts.
13. 1st Source Bank may cancel access to Electronic Statements for non-use. If you have not logged on to your Online Banking for a period of 180 days, you will be notified by email that your access will be cancelled if you do not access your account and download a statement within the next 30 days. 1st Source Bank may also cancel your access after emails to you regarding availability of Electronic Statement are returned to us as undeliverable, invalid or inactive.
14. In accordance with the terms of the applicable account agreement and disclosure statement, all account owners will be bound by the decision of the account holder who enrolls in or cancels the service. After accepting this Authorization, all accounts that you are a signer or guardian to will be available for viewing.
15. Deposit accounts are reclassified from active to dormant status when:

there has been no customer-generated activity on a checking account for one year.

there has been no customer-generated activity on a savings account for three years.

All accounts in the dormant category will normally be charged a \$5.00 dormant account fee. Dormant accounts are not viewable online. If an account receiving electronic statements goes dormant it will be reverted back to paper statements. E-Student Checking and 1st Checking accounts receive a \$5.00 monthly paper statement fee. Once the account is returned to an active status you can login to your Online Banking account and re-register for electronic statements to avoid the \$5.00 paper statement fee.

Use of the Service is subject to all applicable federal, state, and local laws and regulations, and unauthorized use of the Service is strictly forbidden.

1st Source Bank has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on Online Banking and you have received an email regarding the change.

These Terms of Use will be effective beginning the date you enroll in the Service and will continue to be effective, as amended from time to time, until the Service is terminated by you or 1st Source Bank. However, the provisions of these Terms of Use shall survive termination by either you or 1st Source Bank.

1st Source Bank does not represent or warrant that you will have continuous or uninterrupted access to the Service, or that all of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available," and 1st Source Bank and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.

In no event will 1st Source Bank or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special, or punitive damages, under any legal theory including, but not limited to, breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if 1st Source Bank has been advised of the possibility of such damages. You agree that your recovery for any damages that you incur shall be limited, at 1st Source Bank's election to: (i) a refund of any amount (if any) you paid for information for the services or (ii) correction or replacement of the Electronic Statement. Any failure of that or any other remedy does not affect the enforceability of the limitations on and any exclusions of consequential, incidental and other damages described in the preceding paragraph. In no event shall the aggregate liability of the Legal Entities under these Terms of Use exceed \$500.00.

You acknowledge that under applicable law and 1st Source Bank account agreement and disclosure statement, you have certain time limits to review your bank statements and accompanying check images to report any forgeries, alterations, errors, or any other unauthorized withdrawals or transactions to 1st Source Bank, and that your use of the Service will not alter or amend any of those limits. You agree that any time limits for reporting these matters will commence on the day that your Electronic Statement is made available for your review via Online Banking.

You agree to indemnify, defend, and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. 1st Source Bank reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with 1st Source Bank in such defense.

These Terms of Use will be construed in accordance with the laws of the State of Indiana Jurisdiction and venue for actions relating to the service and the Terms of Use shall be the state and federal courts located in or near South Bend, Indiana.

PLEASE PRINT A COPY OF THIS AMENDMENT FOR YOUR RECORDS.