

Disclosures can be provided in electronic form for the online banking service(s) you have selected. Before obtaining these service(s) electronically, you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to proceed with the online banking service(s) process. You may contact us at the number or address listed below to obtain online banking services.

1. In this consent "we", "us", and "our" are used to refer to MainSource Bank. All of the disclosures being provided to you may, at our discretion, be in electronic form, and you will be able to review them online in addition to downloading and/or printing them by clicking "disclosures" on the login page. Your consent applies to your account(s) and online banking services disclosures, notices and documents.
2. Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you may do so by calling us or writing us at the number or address listed below.
3. You have the right to withdraw your consent at any time, at no cost to you, by calling or writing us at the number or address listed below.
4. By consenting to receive disclosures and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by calling or writing us at the number or address listed below.
5. The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the disclosures.
  - A personal computer or other device capable of accessing the internet
  - A web browser which supports 128-bit SSL encrypted communications
  - Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://get.adobe.com/reader/>).

Online Banking  
800-713-6083  
MainSource Bank  
P.O. Box 507  
1927 Greensburg Crossing  
Greensburg, IN 47240  
[www.MainSourceBank.com](http://www.MainSourceBank.com)

## Definitions

As used in this Agreement, the words "we," "our," "us," "it(s)" and "MSB" mean MainSource Bank. "You" and "your" refer to the accountholder authorized by MSB to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account(s)" means your accounts at MSB. "Electronic funds transfers," means ATM withdrawals, preauthorized transactions, and point of sale transactions, transfers to and from your MSB accounts using Online Banking including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business Day" includes Monday through Friday and excludes, Saturday, Sundays, and Holidays. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

This Agreement includes the Fee Schedule and Enrollment Form. This agreement is a contract that establishes the rules covering electronic access to your accounts at MainSource Bank ("MSB") through MSB Online Banking. By using MSB Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of any and all agreements and disclosures for each of your MSB accounts continue to apply notwithstanding anything to the contrary in this Agreement, including, but not limited to, deposit and loan accounts.

This Agreement is subject to applicable federal and state laws. If any provision of this agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. Any waiver (express or implied) of any default or breach of this Agreement by either party shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and MSB's successors and assigns. Certain obligations created under this Agreement that inherently would continue beyond termination, cancellation, or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all oral or prior written agreements or negotiations between the parties with respect to the subject matter hereof. No oral or written representations of any kind other than contained in this Agreement exist, except that MSB shall in its sole discretion change the terms and conditions of this Agreement pursuant to the Change in Terms paragraph of this Agreement.

**Access** – To use Online Banking, you must have at least one account at MSB, access to Internet service, and an e-mail address. You can add or delete any of your MSB accounts from this Agreement by submitting a request to our secure email address or in person at a branch location. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by you in your Enrollment Form. MSB undertakes no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

**Hours of Access** – Generally Online Banking is continuously available; however there may be occasions where all or some of Online Banking and its services may be unavailable due to emergency or a scheduled system maintenance or processing. When reasonable, MSB agrees to post notice of any extended periods of unavailability on the Online Banking website.

**Your Password** – For security purposes, you are required to change your password upon your initial login to Online Banking. The password you determine to use is not communicated to MSB. You agree that MSB is authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact MSB to have your password reset or to obtain a new temporary password. If you do not access your account for sixty days, then you must contact the Online banking department to reset your account.

**Security** – You agree to examine your statements with reasonable promptness and pursuant to any applicable agreements you have with MainSource Bank. You agree to protect the confidentiality of your account, account number, User ID, password, and any other personal identification information. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

Notwithstanding our efforts to insure that the Online Banking system is secure, you acknowledge that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We do **not** warrant in any circumstance that data transfers utilizing MSB Online Banking or e-mail transmitted to or from us will not be monitored or read by others.

**Fees and Charges** – You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the MSB checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact MSB immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are responsible for telephone and internet service fees you incur in connection with your use of Online Banking.

**Posting of Transfers** – Transfers initiated through Online Banking before 7:00 p.m. (Eastern Standard Time) on a Business Day may be posted to your account the same day. Transfers completed on a non-Business Day or after 7:00 p.m. (Eastern Standard Time) on a Business Day will be posted on the next Business Day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, if different login IDs are used, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of Online Banking will not reflect transfers made by multiple users of the same account. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. You will be responsible for all transactions conducted and/or overdrafts incurred by other authorized parties on your account.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** – If your account has insufficient funds to perform all electronic fund transfers requested, the electronic funds transfers involving currency disbursements will have priority, e.g. ATM withdrawals.

**Limits on Amounts and Frequency of Online Banking Transactions** – The number of transfers from MSB accounts and the possible amounts transferred, are limited pursuant to the terms of the applicable agreements for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Online Banking Bill Payment Service** – To initiate an Online Banking Bill Payment, you must designate the MSB account from which the bill payment will be debited, the amount of the payment, and the payment date (i.e. the date the payee is to receive the payment). Additionally, you must complete the payee name, account number, and remittance address exactly as shown on the billing statement or invoice. Funds will be taken from your account immediately once payment is remitted. If the payment date you select is not a Business Day, your account will be debited the Business Day before the selected date. By using the Online Banking Bill Payment Service option, you agree that based upon instructions received under your password, MSB can charge your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. You also agree that your first Online Banking Bill Payment will be charged to your Primary Checking Account. MSB reserves the right to refuse to pay any payee designated by you; and thereafter, provide prompt notice to you.

Your Bill Payment Service must be utilized at least once every 90 days. Otherwise, MSB will terminate your Bill Payment Service. Once terminated, you will be required to re-enroll in the Bill Payment Service.

**Fees** – We will charge a fee of \$5.00 per statement cycle for all registered users of Bill Pay if your bill pay funding account is a Personal Simple Checking or Business Free Checking product.

**Scheduling Online Banking Payments** – You understand and agree that MSB is not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, for example, the payee improperly posting payment to your account.

**How to Cancel a Bill Payment** – A bill payment scheduled through Online Banking must be canceled via Online Banking while the status is "scheduled". Once the status is "processed," the payment may **not** be canceled.

**Stop Payment Requests** – Once a bill payment that has been paid electronically has been debited from your account, you CANNOT stop it. Before the paper draft has cleared, you may be able to stop an Online Banking Bill Payment paid by paper draft by contacting MSB by telephone or in person. If the paper draft has not cleared, MSB will immediately process your stop-payment request. MSB will notify you immediately if the paper draft has cleared. Bill Payment stop-payment requests must precisely identify the payee name, account number, amount of payment, scheduled date of payment, and check number from the Bill Payment View Payment Activity Screen. You may initiate stop-payment requests online via Online Banking for non-electronic checks you have written off your MSB accounts that have not cleared. Any online stop payments requested on a non-Business Day or after 4:00 p.m. on a Business Day will be processed by 4:00 p.m. the next Business Day. Non-electronic check stop-payment requests must precisely identify the payee name, check number, amount, and date. You will incur stop-payment charges as disclosed in the current Fee Schedule for the applicable account. Stop payment charges for Bill Payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

**Disclosure of Account Information and Transfers** – Disclosure is pursuant to MSB privacy policy. You may access our "Privacy Notice" via the Privacy Notice link on the home page of our website at [MainSourceBank.com](http://MainSourceBank.com).

**Periodic Statements** – You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statement(s) for your MSB account(s).

**Change in Terms and Conditions** – We may change any term or condition of this Agreement at any time. If such change results in increased fees for any Online Banking service, increased liability for you, or stricter limitations on the type, frequency, or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change. Should an immediate change be necessary to maintain the security of an account or our electronic fund transfer system, no advance notice will be given. We will post any required notice of the change in terms on the MSB Online Banking website or forward it to you by e-mail or postal mail. Your continued use of any of the Online Banking Services indicates your acceptance of any change in terms and conditions. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable agreements and disclosures.

**Disclaimer of Warranty and Limitation of Liability** – In connection with the Online Banking Services provided to you under this Agreement, MSB makes no expressed or implied warranties of any kind, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. MSB does not and cannot warrant that Online Banking will operate without errors or that any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of MSB and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate** – You may cancel your Online Banking service at any time by providing us with written notice in person, by postal mail, or fax. Your access to Online Banking will be suspended within 3 Business Days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** – You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any of your MSB accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 Business Days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. We reserve the right to terminate your Online Banking Service if you have not accessed your Online Banking account within the past 6 months. You will be required to re-enroll in the Online Banking Service to re-establish your Online Banking Service.
5. Without prior notice, if we reasonably suspect fraud or abuse on banking account(s).

### **Dual Signature Required Accounts**

The dual signature requirement on any account will not be applicable to any electronic banking transactions on such account. Therefore, electronic transactions will occur with a single authorization. These electronic banking transactions include, but are not limited to, Online banking, debit card, and e-statement transactions.

## **ONLINE BANKING SERVICE**

### **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at MainSource Bank. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean MainSource Bank. The abbreviation "PIN" or word "code" means a personal identification number.

**Consumer Liability** – Tell us **at once** if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.

If you do **not** tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove that we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the telephone number during the access hours set forth in the Contact or write us at the address set forth in the Contact Information. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Contact in event of Unauthorized Transfer** – If you believe that your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us or write us at the address set forth in the Contact Information. You should also call the number or write to this address if you believe a transfer has been made using the information from your check without your permission.

**Business Days** – For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday, excluding all federal holidays.

**Types of Transfers** – You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer Funds between Eligible Accounts
- Obtain Balance Information on Eligible Accounts
- Review Transactions on Eligible Accounts
- Make Loan Payments
- Stop Payment Requests
- Advance Funds from Credit Line
- Online Bill Payment
- Obtain Copy of Statement
- Order Checks
- Allow Export of Transaction History to personal financial management software

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Checks Transactions and Fees** – You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Confidentiality** – We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

## Documentation

**Terminal Receipt** – You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

**Direct Deposits** – If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in the Contact Information to find out whether or not the deposit has been made.

**Periodic Statement** – You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**Preauthorized Electronic Fund Transfers**

**Stop Payment Rights** – If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address listed in the Contact Information, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to our fee schedule provided to you earlier for the amount of the stop payment charge.

**Notice of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment of preauthorized transfer** – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability for Failure to Make Transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **not** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions about Your Electronic Transfers** – Telephone us, write us or email us using the Contact Information listed in Section A shown below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the Visa logo when it is used as a Visa point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**Illegal Transactions** – You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Personal Identification Number (PIN)** – The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices** – All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement** – In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services** – You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Contact in Event of Unauthorized Transfers** – If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call 1-800-713-6083 or write:

MainSource Bank  
P.O. Box 507  
1927 Greensburg Crossing  
Greensburg, IN 47240  
800-713-6083

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.