



Consent for Electronic Communication of Online Documents

In this Consent Form, “we”, “us”, and “our” mean Independent Bank. The words “you” and “your” mean the person(s) or entity accessing your “e-Statements”, “e-Notices”, and/or “e-Tax Forms”, an electronic version of the periodic paper statements, paper notices, and/or paper tax forms you normally receive. Your e-Statements, e-Notices, and/or e-Tax Forms are located and can be accessed on our website through our Online Banking service under Accounts > Online Documents.

Your Consent

In order to stop receiving periodic paper statements, paper notices, and/or paper tax forms, and instead receive e-Statements, e-Notices, and/or e-Tax Forms, you must consent to receive those documents in electronic format. Upon executing this Consent Form by checking the applicable box below, you agree to receive e-Statement(s), e-Notice(s), and/or e-Tax form(s), in lieu of your periodic paper statements, paper notices, and/or paper tax forms for any checking, savings, money market, certificate of deposit (CD) or loan account held with us.

After executing this consent, you will receive a communication at a valid email address you supplied us indicating your e-Notice, or e-Tax form is ready to review, if applicable. Also, following your first full statement cycle, you will receive a communication at a valid email address that your e-Statement is ready to review. You will be required to access our Online Banking service to view these. If you do not receive a notification via email that your statement is ready to review, please verify that you have a valid email address within your Online Banking Service.

With this Consent Form, you are also consenting to receive in electronic format any communication typically provided in the periodic statement(s), paper notice(s), and/or paper tax forms. These communications can be accessed at our website through our Electronic Banking channels, specifically within Online Banking under Accounts > Online Documents. Our website also contains our Electronic Banking Services Agreement, Privacy Notice and other notices. These are located in our Legal Notices page (<https://www.IndependentBank.com/Legal-Notices>). Those documents are also accessible through our Online Banking service under Customer Service > Disclosures.

For joint account holders on personal accounts, any consent or withdrawal of consent to receive e-Statement(s), e-Notice(s), and/or e-Tax form(s) by any account holder will be effective for all account holders. For all business accounts, any consent or withdrawal of consent to receive e-Statement(s), e-Notice(s), and/or e-Tax form(s) by an authorized user(s) will be effective for all authorized users.

Combined Statements

You have the ability to choose to combine deposit account statements, for example a checking and/or savings account statement. In order to do so you must request combined statements at your local branch or by sending a secure message to our Customer Support Department through our Online Banking service (Customer Service > Contact Us). Once you choose to combine deposit account statements, you will receive the transaction detail for those accounts on one periodic statement. If you choose to combine your deposit account and loan statement(s), you will only receive summary loan data in that combined statement. You will continue to receive a separate paper or electronic copy, even if you agree to combine your loan summary data with a deposit account, containing your loan transaction detail for your loan statement. If you do not elect to combine your statements, you will receive individual statements for each account. Periodic statements in the combined format described above are available in paper or electronic format. Withdrawing your consent for the e-Statement service for any account in a periodic statement will also withdraw your consent and remove all combined accounts in that periodic statement from the e-Statement service; however the paper statement you receive in lieu of an e-Statement will continue to be combined. To remove combined statements you must request to have the accounts un-combined at your local branch or by sending a secure message to our Customer Support Department through our Online Banking Service (Customer Service > Contact Us). Closing an account within a combined e-Statement will remove the closed account from a combined e-Statement and Online Banking, however, any previously combined accounts still open and active will remain available as an e-Statement. We recommend that you review the delivery preferences for your combined accounts after an account is closed to ensure the open and active account(s) are set to the preferred delivery method. If in the future you combine additional accounts into a periodic statement, this consent to receive e-Statement acts as consent to receive e-Statements for those subsequently combined accounts as well. See “Withdrawal of Consent” below for instructions on how to withdraw your consent and terminate the e-Statement service.



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How to Receive your e-Statements, e-Notices, and e-Tax Forms

You will be notified by email that your e-Statement, e-Notice, and/or an e-Tax form is available to view. Your email for e-Statements will generate two calendar days after the e-Statement is available. Your email for e-Notices and/or e-Tax forms will generate one calendar day after the e-Notice and/or e-Tax form is available. It is your responsibility to review each e-Statement, e-Notice, and/or e-Tax form provided through our Online Banking service within a timely manner.

Paper Copies of e-Statements, e-Notices, and e-Tax Forms

If you consent to the receipt of e-Statement(s), e-Notice(s), and/or e-Tax Forms electronically, we will no longer provide you with periodic paper statements. You may obtain paper copies of your statement by printing them from Online Banking, by sending a secure message to our Customer Support Department through our Online Banking Service (Customer Service > Contact Us) or by contacting Customer Support at 800.355.0641. We may charge you a reasonable fee for delivery of paper copies of any communication previously provided to you electronically, pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication you have authorized us to provide electronically.

Notices and Disclosures

You understand and agree that by executing ~~to~~ this Consent we may provide to you in electronic format only, such as by posting information on our website where you access your accounts, products or services, through email (if applicable, provided that you have supplied us a valid email address), or through other electronic means, agreements, disclosures, notices and other information and communications regarding your accounts, services and products, the use of our Electronic Banking Services, your relationship with us, and/or other products or services that are or may be in the future made available to you. Such communications include, but are not limited to:

- This Consent Form and any updates;
- The Electronic Banking Services Agreement, other service or user agreements for access to our Electronic Banking channels, all updates to those agreements and all notices and other communications regarding transactions you make through our Electronic Banking channels;
- At our discretion, subject to applicable law, Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- At our discretion subject to applicable law, periodic, annual, monthly or other statements, communications and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Agreements, statements, tax forms, (See second to last bullet point below), products and services;
- Any notice or communication regarding an account, product or service fee, such as a late fee, an overdraft fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Notice and other privacy statements or notices (by posting and updating such notices on our website within our Legal Notices page(<https://www.IndependentBank.com/Legal-Notices>));
- Certain tax forms or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as account agreements, W-9s, file maintenance requests or other agreements.

This Consent does not apply to any communication(s) that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law, see our Legal Notices page (<https://www.IndependentBank.com/Legal-Notices>) for more



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information. See “Withdrawal of Consent” below for instructions on how to withdraw your consent and terminate the e-Notices and/or e-Tax Forms service.

Communication in Writing

All communications in electronic and/or paper format from Independent Bank will be considered to be in writing. We recommend that you print and/or download a copy for your personal records of your e-Statements, e-Notices, and e-Tax forms, this Consent Form, your initial authorization to receive e-Statements, e-Notices, and/or e-Tax forms, any changes to that authorization, and any other communications important to you.

Federal Law

You understand and agree that your consent to electronic communications 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 electronically.

Termination/Changes

We reserve the right at our sole discretion to discontinue the provision of electronic communications of periodic statements, notices, and tax forms or any other communication covered by this Consent. To terminate or change the terms and conditions on which we provide electronic communications, including any applicable discount for receiving e-Statements, e-Notices, and/or e-Tax forms. We will provide you with notice of any such termination or change as required by law.

Withdrawal of Consent

You may withdraw your consent at any time by accessing our Online Banking Service, through our website by selecting the appropriate option related to your statement preference. Furthermore, if you terminate your Online Banking Service, you will be considered to have withdrawn your consent to receive e-Statements, e-Notices, and/or e-Tax Forms. At our discretion, we may treat your providing of an invalid email address or the malfunction of a previously valid email address as withdrawal of your consent to receive e-Statements, e-Notices, and/or e-Tax Forms. If you withdraw your consent, we will begin sending you paper periodic statements, paper notices, and/or paper tax forms to the physical address we have on file. Any withdrawal of your consent to receive electronic communications will be effective after we have a reasonable period of time to process your withdrawal.

Information Needed to Contact You

It is your responsibility to provide us with your current email address, contact information, and other information related to this disclosure and to your account(s), and to maintain and update promptly any changes to this information. You can update information within our Online Banking service or by visiting your nearest branch location.

Starting Electronic Statements Again After Withdrawal of Consent

If you would like to receive e-Statements, e-Notices, and/or e-Tax Forms after you have withdrawn your original consent for e-Statements, e-Notices, and/or e-Tax Forms, you must complete the consent process again and reconfirm your ability to receive e-Statements, e-Notices, e-Tax Forms, and other communications (collectively; electronic communications).

Hardware and Software Requirements

Electronic communications will be available via Online Banking. To view these communications, you will need a hardware device that can access the Internet. Your hardware device must run on an appropriate operating system. You must contract with an Internet Service Provider (ISP) to connect to the Internet. You must use appropriate hardware or software required by your ISP. Additionally, Internet Browser Software is required to access these disclosures from your personal electronic device. Adobe® Acrobat Reader or similar software may be required to view some disclosures. You will need a printer or a long-term storage device to retain these communications for future reference. If you are unable to view your e-Statement, e-Notice, e-Tax Form, or other electronic communications, please send a secure message to our Customer Support Department through our Online Banking Service (Customer Service > Contact Us) or contact Customer Support at 800.355.0641.



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Customer Support

You may contact our Customer Support Department by calling 800.355.0641, Monday through Friday, 8 am – 8 pm ET, Saturday and Sunday, 10 am – 6 pm ET. You may send written communication to P.O. Box 279, Belding, MI 48809.