



ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF ONLINE BANKING.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY LAFAYETTE COMMUNITY BANK (for purposes of these terms and conditions the term "LAFAYETTE COMMUNITY BANK" includes Lafayette Community Bank's affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

What Does This Agreement Cover

This Agreement between you and Lafayette Community Bank (Bank) governs the use of Online Banking services. These services permit Bank customer (consumers, sole proprietors and other business customer) to perform a number of banking functions on accounts available in the service through the use of a personal computer or screen-based electronic device. Unless indicated otherwise by the context, "qualifying Bank accounts" or "qualifying accounts" refers to all of your accounts with Bank or its affiliates that you have access to in Online Banking.

Relation to Other Agreements

These terms and conditions are in addition to those that apply to any accounts you have with us or any other service you obtain. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with the Online Banking services.

If you wish to make payments from your qualifying accounts, those payment transactions will be governed by the Terms and Conditions of the Bill Payment Service and not this agreement.

Explanation of Certain Terms

- "We", "us" and "our" mean Lafayette Community Bank.
- "You" and "your" mean an individual person or business entity that we permit to use the Online Banking services subject to the terms of this agreement.
- "Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with the Online banking services subject to the terms of this agreement.
- "Internet-enable" your account(s) means to enable you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and/or other means we authorize or allow.
- "Online banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- "Online" means through the Internet by use of a personal computer or other screen-based electronic device.
- "Account" means a deposit, loan, or other account for which transactions may be performed using our Online Banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.

- "Business account" means an account that is not a consumer account.
- "Access codes" include the username, password and any other means of access to our Online Banking service we establish or provide for you.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. These will be one or more accounts with us, and may include accounts at other financial institutions for certain services. For accounts with us, you must have authority to act on the account in our records for it to qualify. For certain services we provide through our Online Banking service, you may be able to access accounts at other financial institutions. You agree to provide us with any evidence of authority we require before we permit access to any qualifying account.

Access Codes

To use our Online Banking service, you must use the access codes you establish or we provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person.

Protecting Your Password and Personal Information

You agree to keep your Username, password and secret questions and answers confidential, to prevent unauthorized access to and use of your Online Banking account. You agree not to give your Password or make it available to anyone who is not authorized to access your Online Banking account. You should change your password frequently. You should carefully select a password that is hard to guess. You should change your Password immediately if you suspect your Password has been compromised. This can be done at any time under Settings after you log on to Online Banking.

Lafayette Community Bank will not contact you by phone, email, or text message and ask you to provide your Password or Username. We may ask you to provide your Username to assist in confirming your identification, when you initiate the phone call. Lafayette Community Bank does not have access to your Password. If you are contacted by anyone requesting Username or Password information, please contact us immediately.

User Responsibilities

You agree to take every precaution to ensure the safety, security and integrity of your account and transaction information when using Online Banking,

You agree not to leave your device unattended while logged into Online Banking and to log off immediately at conclusion of your access to Online Banking.

The following, although not a complete list, will further ensure the security of your personal information:

- Secure your computer or device with a password so that an unauthorized user cannot view sensitive information.
- Install antivirus software.
- Install software updates and/or patches to your PC

You should also take precaution to protect your personal information, such as your Driver's License and Social Security Number. This information by itself or together with other account information may allow unauthorized access to your Online Banking account. It is your responsibility to treat your personal information with the same level of care as your account information.

Communications Link and Your Equipment

Revised 06-15

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of Internet service providers, telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

You understand and agree that use of or connection to the Internet is inherently insecure and that connections to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your content, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.

All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Types of Online Banking Services

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts with us;
- Transfer funds between a qualifying account with us and a qualifying account at another financial institution;
- Obtain information that we make available about qualifying accounts with us;
- Pay bills and external payees as governed by separate Bill Payment agreement;
- View e-statements – if enrolled
- Cash management services – as governed by separate agreement
- Obtain other services or perform other transactions that we allow.

Some of the above services may not be available for certain accounts or customer.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

We may also have certain other limits on the number or amount of transactions.

Transfers Involving Insufficient Funds

The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the

transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee.

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any credit line or credit card, overdraft line or overdraft protection plan), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

Transfers from Money Market Deposit Accounts and Savings Accounts

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, or Online or Mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, transaction by debit card purchase, check or similar order are included in the limit of six transactions. If you exceed these limits on more than an occasional basis, we may convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through the Online Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. Transfers between internal accounts will be immediately reflected in the accounts' available balance. You should allow at least 1 business day for us to process transfers between qualifying accounts with us. You should allow at least 3 business days for us to process transfers between a qualifying account with us and a qualifying account with another financial institution.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Our cut-off time is generally 6:00 p.m. EST, but may change upon notice to you.

Information you obtain about your accounts with us using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer 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 exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

- If, through no fault of ours, a transfer to or from an account at another financial institution is not completed or otherwise is not successful.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours or that of a third party was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly debit or credit the account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

There may be other exceptions not specifically mentioned.

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week, except during system maintenance and upgrades. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Customer Service

Our Customer Service hours are 8:00 a.m. to 5:00 p.m. ET Monday – Friday excluding bank holidays. You may call us at 765-429-7200 during customer service hours or write us at:

Lafayette Community Bank
301 South Street
Lafayette IN 47901

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call us at 765-429-7200 or write to us at Lafayette Community Bank, 301 South Street, Lafayette IN 47901, or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

If you call or write to cancel a payment or transfer that is pending, you may be charged for a stop payment in accordance with the agreement for the appropriate account.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or

if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your qualifying accounts with the Online Banking service.

Disclosure of Information to Others

We may disclose information about your accounts with us as follows:

- For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an account, such as a credit bureau or merchant.
- To resolve disputes or inquiries you may have about your accounts.
- With your consent or at your direction.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- As otherwise necessary to service your account, or as permitted or required by law.
- See our separate " Privacy Notice" for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses.

You may call us at 765-429-7200 or write to us at Lafayette Community Bank, 301 South Street, Lafayette IN 47901. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts.

You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 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 hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

Call us at 765-429-7200 or write us at Lafayette Community Bank, 301 South Street, Lafayette IN 47901 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

We must hear from you no later than 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 transfer you are unsure about, and explain as clearly as you can why you believe it is an error and 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 so that we receive it within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 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 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. If you initiate any transfer of funds or bill payment through your Online Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your Online Banking service remains in effect until it is terminated by you or the Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, or by calling Online Banking Customer Service at 765-429-7200. This cancellation applies to your Online Banking services, and does not terminate your Bank deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We may routinely terminate Online Banking service if the service has been inactive for a year.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

No Warranties

Although Lafayette Community Bank attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW LAFAYETTE COMMUNITY BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally without limitation as to the foregoing, in regard to Limitation of Liability. IN NO EVENT WILL LAFAYETTE COMMUNITY BANK OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF LAFAYETTE COMMUNITY BANK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Indiana, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue

Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the State of Indiana.

Severability

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver

No waiver by Lafayette Community Bank of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. This company representative will be identified as the business' designated Administrator for Online Banking. The designated individual must be an authorized signer on the account and be granted Online Banking privileges on the Authorization Resolution or similar document. Each individual business entity may have only one designated Online Banking Administrator at any given time and only the Administrator can enroll in Online Banking on behalf of the business or authorize any access. It is recommended that an owner or senior manager of the business be designated as Administrator.

Once enrolled, the Administrator will be granted online access to all of the business banking relationships with Lafayette Community Bank that are or may become accessible through Online Banking. This includes the ability to access non-depository credit related accounts for which the Administrator may or may not have previously established legal authority to conduct business upon.

The Administrator will have access to all account information (both current and historical) and the ability to utilize any feature or functionality that is available from time to time in Online Banking. This includes, but is not limited to, the ability to send money through various payment channels from your account at any third party (e.g. pay a biller) transfer funds between permitted accounts, elect to have future bank communications (e.g. Account statements) delivered electronically to your business within Online Banking or to an Administrator provided email address in place of the delivery of paper communications.

The Administrator may grant access to sub-users (e.g. CPA, office manager, other authorized signer). Such sub-user access can be Full Access (any and every access capability that the Administrator has in Online Banking, or Customized Access (limited capabilities as determined by the Administrator). You represent to us that each Administrator and sub-user and anyone else using access codes that you have provided has general authority from your company to give us instructions to perform transactions using our Online Banking service. It is recommended that Administrators periodically review sub-user access as well as their access rights, as failure to do so may increase your business' exposure to risk of loss. The Administrator is responsible for removing the access of a sub-user when that access is no longer permitted.

For the business' protection, the Administrator's and sub-user's Online Banking user ID and password are tied to the Administrator and sub-user in their individual capacities as representatives of your business and should be kept confidential at all times. The business remains solely responsible for the use of these IDs and passwords. Only the Administrator may request ID and password resets.

If the business wishes to terminate an existing Administrator's access to Online Banking, the business must notify the bank promptly. The Bank will remove access when we have received instruction to do so and have had a reasonable time to act on them. To appoint a new Administrator, the business must execute a new business resolution authorizing the new Administrator as detailed above.

Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative have given someone your access codes and want to terminate that

person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in **writing and** signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Call us at 765-429-7200 or write us at Lafayette Community Bank, 301 South Street, Lafayette IN 47901 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

Security Procedures

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise

you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS