



**FIRST INTERNET BANK OF INDIANA  
CREDIT CARD AGREEMENT  
AND  
OVERDRAFT LINE OF CREDIT AGREEMENT**



**CREDIT CARD AGREEMENT:** This Agreement contains the terms which govern the use of your Visa<sup>®</sup> credit card ("Card") and corresponding account ("Account"), and outlines your responsibilities and ours. You do not have to sign the Agreement, but once you have accepted, signed or used the Card or the Account, the Agreement will be in force. Please read it in its entirety and keep it for your records.

Contact us for any changes to the cardholder agreement since it was printed. You may call us toll-free or write to us at the phone number or address printed on your Statement.

**USE OF ACCOUNT:** You authorize us to pay for your Account items representing the following transactions:

1. Purchases or leases of goods and services ("purchases") made using the Card.
2. Advances ("advances") in any of the following forms:

Cash advances obtained from financial institutions, automatic teller machines (ATMs) or other means through the use of the Card.

Transactions made through using special checks ("Convenience Checks") to access your Account, including Convenience Checks used to purchase or lease goods and services. Such checks may not be used to pay your bill with us.

"Cash Equivalent" transactions with a merchant or service provider identified by the VISA<sup>®</sup> association as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or other similar products or services. All transactions identified to us as having been made by a merchant or service provider in such categories will be treated as cash advances.

Balance transfer transactions whether made using Convenience Checks, special balance transfer forms or otherwise authorized.

We have no responsibility for failure of any machine, merchant, financial institution or any other party to honor your Card or Convenience Checks.

Additionally, you agree that you will not use your Card in any illegal transaction.

**PROMISE TO PAY:** You promise to pay all amounts due on your Account. If your Account is a joint account, you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission.

**CREDIT LINE:** You will be advised of the credit line applicable to your Account. You promise not to allow your outstanding balance to exceed your credit line. However, if you exceed your credit line, we can still charge you for all purchases and advances without giving up any of our rights and we can require that you immediately pay to us any amount in excess of your credit line. We can increase or decrease your credit line at any time without prior notice. We may from time to time establish limits on the amount of advances that may be charged to your Account. You will be notified of any such limits.

**MINIMUM PAYMENT - APPLICATION OF PAYMENTS:** You must pay at least the Minimum Payment each month by the date shown on your Statement. The Minimum Payment will be the larger of: (a) \$25.00 or (b) 5% of the New Balance shown on your statement (rounded upward to the nearest dollar) plus any amounts that are late or in excess of your credit line. If your New Balance is less than \$25.00, you must pay us the total New Balance. In addition to the Minimum Payment, you may pay any part or all of the total balance of your Account at any time without incurring any prepayment charge. If you pay more than the Minimum Payment, you must still pay at least the Minimum Payment each time we send you a Statement.

You can not use a Convenience Check drawn on us to make a payment. With regard to each payment, we will decide the order in which purchases, cash advances, finance charges, fees, and costs are paid, subject to any restrictions under applicable law. We may allow you, from time to time, to skip one or more monthly payments, and we will notify you when this option is available. If you elect to skip a payment, finance charges will continue to accrue, and the requirement to make a Minimum Payment each month will resume following the skip payment period.

**STATEMENTS:** We will send you a statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1.00 or if a finance charge has been imposed or as required by applicable law ("Statement"). We send only one Statement for all Cards with your account number. (If there are two or more of you, we send the Statement to the first applicant listed on the application.) Each Statement covers a Billing Cycle. "Billing Cycle" means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement.

**FINANCE CHARGES:** Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the separate average daily balance for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances or purchases) in your Account each day, adding any new purchases or cash advances (whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle. Cash advances are always subject to a finance charge from the date they are posted to your Account. You must pay your Account in full to avoid a Finance Charge being assessed to your Account for the current month. See "Grace Period" provisions in the Card's Terms and Conditions for additional terms relating to time of payment and commencement of Finance Charge.

If you fail to make two (2) minimum monthly payments by the payment due date in any six (6) month period, exceed your credit limit twice in a six (6) month period, or make a payment to us that is not honored, we may increase your annual percentage rate to the penalty rate of 21%. The rate increase will remain in effect until six (6) consecutive payments have been received by the payment due date and you do not exceed your credit limit during that time.

**FEES:** We may charge your Account for the following fees. The application and payment of a fee will not correct the situation which caused the fee to be charged.

**Late Payment.** We may charge a \$17.00 late fee to your Account if you do not pay at least the Minimum Payment by 3 PM Eastern on the stated due date. In addition to charging a late fee, we will cancel any promotional offers including temporary rate reductions if your payment is late more than one Billing Cycle during the promotion. We may charge an additional late fee for each Billing Cycle that your Account is past due.

**Over Limit.** We may charge a \$25.00 fee to your Account if you exceed your Credit Limit or Cash Advance Limit by \$100.00 or more. We may add an additional over limit fee to your Account for each Billing Cycle that you remain over your Credit Limit. We will not charge the over limit fee in any Billing Cycle in which we reduce your Credit Limit.

**Returned Payment.** If you make a payment on your Account with a check not drawn on us and that check is not honored by the financial institution on which it is drawn, we may charge you a fee of \$25.00.

**Returned Check.** If you write a Convenience Check on your Account and that Convenience Check is not honored because your Account is in default or over limit, we may charge you a fee of \$25.00.

**Cash Advance Fee.** We will add an additional finance charge to your Account each time you obtain a cash advance. This additional finance charge will be 2% of the amount of the cash advance with a maximum of \$10.00. Internet transactions are exempt from the cash advance fee.

**ENTIRE BALANCE DUE:** If you fail to make a required payment when due or break any other promise under this Agreement, we can declare the entire balance of your Account due and payable at once without notice or demand. We can also do this if you make any false or misleading statement on your application or if you die or file bankruptcy.

**COLLECTION COSTS:** To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness.

**CREDIT INFORMATION:** You authorize the Bank to investigate your credit standing when opening or reviewing your Account. You authorize the Bank to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**LOST OR STOLEN CARD OR CONVENIENCE CHECKS:** If a Card or Convenience Check is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a Card or Convenience Check without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Unless you have

been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number (PIN) which are not processed by Visa®, or to commercial cards.

For the purpose of providing Emergency Cash and Emergency Card Replacement Services, the Bank may provide personal data to Visa U.S.A., its Members, or their respective contractors. By accepting, signing or using the Card, you consent to the release of this information. There is no "opt out" provision for the sharing of information as it pertains to Emergency Cash and Emergency Card Replacement Services

**AUTO RENTAL COLLISION DAMAGE WAIVER PROGRAM BENEFIT:** Your Account includes, at no additional charge, coverage due to collision or theft for most rental vehicles through the Visa Auto Rental Collision Damage Waiver Program. Certain terms and conditions must be met. For a complete description of the benefit, please see our website at <http://www.firsttib.com/personalacct/04AutoRentCDW.pdf>. You may also request a printed copy from us by contacting us at the toll-free number or the address printed on your Statement.

**WE MAY TRANSFER YOUR ACCOUNT:** We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you. You may not transfer your Account or your rights under this Agreement to any person or company.

**CANCELLATION:** We can cancel your Account, refuse to allow further transactions, or revoke your Card at any time. You can cancel your Account by writing us. In either case, you agree to return all Cards cut in half and Convenience Checks to us. Of course, cancellation of your Account won't affect your liability to us for credit we have extended to you until paid in full, including all outstanding balances, finance charges and fees.

**FOREIGN TRANSACTIONS:** Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction. The exchange rate applied to each such transaction is (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a foreign transaction may be less than or greater than the cash advance or purchase at the time it was made.

Regardless of whether the transaction is made in foreign currency or in US dollars, additional fees may apply to all international transactions using the Card. International transactions are defined as transactions that are initiated outside the United States or its territories. You will be billed for any international transaction fees that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction. Please refer to our current fee schedule for more information about our fees.

**CHANGE OF TERMS:** We can change the term of this Agreement at any time provided we send you notice at least fifteen (15) days prior to the effective date of the change. If the change will increase the Finance Charges or Fees, notice shall be sent at least thirty (30) days prior to the effective date and may become effective as of the first day of your billing period during which the effective date occurs unless you give us written notice that you do not agree to the change within thirty (30) days of the date of the mailing. If you give us such written notice, you will be permitted to pay the outstanding unpaid indebtedness in your Account as of the effective date under the terms of the Agreement governing your Account at the time our notice was given. If you use your Card after the effective date, you will be considered to have agreed to the new terms even if you have sent us such written notice. At our option we may also make any such change if you elect to use your Account after the effective date of the amendment. Changes which we make can apply to all outstanding unpaid indebtedness and to any future transactions on your Account.

**LAW THAT APPLIES TO THIS AGREEMENT:** We make the decision to grant credit and issue you a credit card from our office in Indiana. Indiana law will be used to interpret this Agreement. When federal law applies, federal law will be used instead of Indiana law. If any part of the Agreement is unenforceable this will not make any other part unenforceable.

**TELEPHONE CALLS - MONITORING:** You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

**OVERDRAFT LINE OF CREDIT AGREEMENT:** The following information applies to Overdraft Lines of Credit. You and Lender agree as follows:

**DEFINED TERMS:** As used herein:

"Application" means the Personal Account Application submitted by You and accepted by Lender in connection with the Line of Credit.

"Checking Account" means your checking account maintained with Lender that is described in the Application.

"Lender" means:

First Internet Bank of Indiana  
7820 Innovation Boulevard, Suite 210  
Indianapolis, Indiana 46278  
Telephone: (888) 873-3424

"Line of Credit" means the overdraft checking line of credit which You applied for in the Application. You must be approved for a Checking Account with Lender and maintain the Checking Account in good standing in order to obtain an overdraft checking line of credit.

"Maximum Credit Limit" means the maximum amount of the Line of Credit set forth in the Application, as the same may be increased from time to time by Lender by written notice to You.

"You" means the Primary Applicant and any Joint Applicant for the Line of Credit, as reflected on the Application, jointly and severally.

**LINE OF CREDIT:** Upon Lender's acceptance of the Application, Lender shall establish the Line of Credit for You upon the terms and conditions of this Agreement. You understand that Lender shall have relied upon the information set forth in the Application in so doing. Your use of the Line of Credit shall evidence your acceptance of the terms and conditions of this Agreement.

**JOINT AND SEVERAL LIABILITY:** You understand that if there is more than one applicant or other party who signs the Application, each will be responsible for payment of all amounts owed hereunder, even if such person did not cause the overdraft, request the loan, or receive any benefit from the overdraft or the loan.

**HOW YOU MAY BORROW:** You may request loans under the Line of Credit by:

- writing a check which overdraws your Checking Account; or
- submitting a request to Lender in person or by mail, email or telephone; or
- online or telephone banking transfer.

**HOW LENDER WILL MAKE LOANS:** If your request for a loan complies with this Agreement, Lender will make the loan (i) by depositing the funds in the Checking Account, (ii) by paying the funds to You, or (iii) by paying the funds to a third person or account, as You shall direct at the time. Loans disbursed by a method other than deposit to your Checking Account are subject to a fee based on the method of disbursement. Please refer to our current fee schedule for more information about our fees. Lender is authorized to make loans to You from time to time, without your prior request, at Lender's sole discretion, (i) to pay account fees and other proper charges related to the Checking Account and (ii) to pay amounts then due under the Line of Credit. Lender will keep a record of your loan account balance, and that record shall be presumed to be correct.

**LOAN LIMITATIONS:** If a loan is requested by your overdrawing your Checking Account, such loan will be made automatically by Lender in a minimum amount of \$50.00 and in minimum increments of \$50.00 above such minimum amount. If You request a loan which would cause your loan account balance to exceed your Maximum Credit Limit, Lender will lend the amount which would take you up to your Maximum Credit Limit. Lender may waive such limitations in its sole discretion. You understand that if Lender does agree to waive any of such limitations in any one instance, Lender would not be obligated to do so again in the future. If Lender were to lend You money in excess of your Maximum Credit Limit, You agree to repay such excess immediately upon Lender's request.

**PROMISE TO PAY:** You promise to pay to Lender all amounts borrowed under the Line of Credit, plus any finance charges, late charges, collection costs, or other amounts due.

In addition to your checks, You agree to be responsible for repayment of any loans Lender makes to cover checks written by any person other than You who is authorized to draw on the Checking Account, whether or not such person is a party to this Agreement.

**FINANCE CHARGES AND OTHER CHARGES:** If You have no loans outstanding, You will pay no finance charge. If You do receive loans, You will pay a finance charge based on your loan account balance each day during the billing cycle (after new loans have been added and payments and credits subtracted). Lender will multiply your daily outstanding loan account balance by the daily rate of .03288 percent (.03288%) (an **ANNUAL PERCENTAGE RATE** of Twelve Percent (12%)). The result will be the finance charge which will accrue each day. At the end of the billing cycle, these daily finance charges will be totaled to determine the finance charge You owe for the full cycle.

If you fail to make two (2) minimum monthly payments by the payment due date in any six (6) month period, exceed your credit limit twice in a six (6) month period, or make a payment to us that is not honored, we may increase your annual percentage rate to the penalty rate of 21%. The rate increase will remain in effect until six (6) consecutive payments have been received by the payment due date and you do not exceed your credit limit during that time.

In addition to finance charge, You agree to pay: (i) a late charge of \$17.00 on any installment or minimum payment not paid within ten (10) days after the same is due; and (ii) a fee of \$25.00 for each check, draft, or negotiable order of withdrawal issued by You in connection with this Line of Credit that is dishonored and returned.

**STATEMENTS:** Each month Lender will send You a statement of your loan account balance, showing all loans, payments, and credits made during the billing cycle. Such loan account statement will also show the minimum payment You must make and the date such minimum payment is due. Such loan account statement will accompany your Checking Account statement.

You have sixty (60) days from the date a loan account statement is sent to You to notify Lender of any inaccuracies in such loan account statement. If You do not contact Lender within this period, such loan account statement will be considered accepted as correct.

**PAYMENTS:** You understand that You may elect to budget your repayment and, if You make such election, You will pay, each month by the due date shown on your loan account statement, at least 5% of your total unpaid balance (as shown), but not less than \$25.00. If your total unpaid balance is less than such minimum payment amount, You will pay that amount. You can also pay off all of your unpaid balance at any time without penalty. Since the finance charge is computed each day, You will contact Lender for an exact payoff balance for the day You intend to make payment. Amounts You pay will be applied first to any charges You owe other than principal or finance charges, then to finance charges that are due, and then to principal.

**AUTOMATIC PAYMENTS:** If You have authorized Lender to deduct your minimum monthly payment from the Checking Account in the Application, Lender will do so. If, in the future, You would like to authorize Lender to deduct your minimum monthly payments from your Checking Account, You may do so by sending written notice of your intention to Lender at its address above. If You elect to do this, You will keep enough in the Checking Account to cover the payment. This way, You will avoid any late charges.

**SECURITY; RIGHT OF SET-OFF:** Your obligation in connection with the Line of Credit shall be secured by, and You hereby grant to Lender, a security interest in (i) the Checking Account, (ii) such collateral as is described in such Application, and (iii) any other collateral which secures other obligations which You owe to Lender from time to time. In addition, Lender shall have what is known as a right of set-off to protect Lender if You do not repay amounts owed Lender under the Line of Credit. This means Lender has a right to use any amounts You have in the Checking Account and any other deposit account You maintain with Lender (other than in a representative capacity) to pay what You owe. Lender may also exercise the right to set-off against any other obligations which Lender owes to You from time to time, except to the extent prohibited by law.

**DEFAULT AND REMEDY:** You understand that You will be in default under the Line of Credit if any of the following occur:

- if You have made any misrepresentation in the Application;
- if You violate any terms of this Agreement;
- if You miss a payment under this or any other obligation You owe Lender;
- if any of You become subject to bankruptcy proceedings;
- if any of You die; or
- if anything else happens that indicates to Lender that You may be unable or unwilling to repay your obligations under the Line of Credit.

If You default, Lender may:

- immediately cease making loans under the Line of Credit;
- require You to immediately pay the entire loan account balance, together with all accrued and unpaid interest, finance charges, and all other charges and obligations hereunder; or
- take any other action, including, but not limited to, action permitted pursuant to Section 12, provided for in this Agreement or permitted under state or federal law.

Lender can exercise its rights under this Section immediately or can postpone action without losing any rights.

**COLLECTION COSTS:** If Lender is forced to take collection action, You agree to pay all court costs and collection fees, including Lender's reasonable attorneys' fees.

**FINANCIAL STATEMENTS:** You understand that Lender may need updated financial information from You at some time in the future. If Lender asks, You agree to provide Lender a revised financial statement promptly.

**AMENDMENTS TO THIS AGREEMENT:** You understand and agree to Lender's reservation of the right to amend this Agreement in writing or electronically based on our agreement with You, from time to time, upon at least fifteen (15) days' prior notice to You of such change at your address set forth in the Application or such other address as You shall notify Lender in writing. Your notice of change of address will not become effective until Lender receives it.

**CANCELLING THIS AGREEMENT:** Lender has the right to cancel this Agreement at any time by notifying You in writing or electronically based on our agreement with You. Lender's notice will become effective when received by any one of You or three (3) business days after it is mailed to your address set forth in the Application or such other address as You shall notify Lender in writing. Similarly, You can also cancel this Agreement by notifying Lender in writing. Your notice becomes effective at the time Lender receives it. After cancellation by either of us for reasons other than those set forth under "Default and Remedy," You agree to pay the then unpaid loan account balance in a maximum of twenty-four (24) monthly installments.

**MISCELLANEOUS:** This Agreement (i) shall be governed by the laws of the state of Indiana, (ii) together with the Application, constitutes the entire agreement between You and Lender, (iii) except as provided in the previous sections ("Amendments To This Agreement" and "Canceling This Agreement"), may not be amended, except in a writing executed by You and Lender, and (iv) shall be binding upon You and Lender and our respective heirs, personal representatives, successors and assigns.