



**FIRST INTERNET BANK OF INDIANA
DEBIT CARD AGREEMENT
AND
ONLINE BANKING ACCESS AGREEMENT**



DEBIT CARD AGREEMENT: This Agreement contains the terms which govern the use of your Visa® debit (check) card ("Card"), and outlines your responsibilities and ours. You do not have to sign the Agreement, but once you have accepted, signed or used the Card, 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 CARD: 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 or other means through the use of the Card and processed by the Visa network (does not include PIN-based transactions).

"Cash Equivalent" transactions with a merchant or service provider identified by the VISA® 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.

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

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

If your Account is a joint account, you and your joint account holder are jointly and individually responsible for all amounts transacted using the Card. If you let someone else use the Card, 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 Card and whether or not the amount of the actual use exceeds your permission.

EMERGENCY REPLACEMENT: 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 visit our website at <http://www.firstib.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.

CANCELLATION: We can cancel or revoke your Card and/or refuse to allow further transactions at any time. You can cancel your Card by writing us. In either case, you agree to return all Cards cut in half to us.

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 exchanges 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 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 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 written notice that you do not agree to the change. Changes which we make can apply to all outstanding unpaid indebtedness and to any future transactions on your account.

ONLINE BANKING ACCESS AGREEMENT: This Online Banking Access Agreement (the "Agreement") provides the terms and conditions governing the use of Online Banking, an internet-based banking service offered by First Internet Bank ("First IB"). By using any of the Online Banking services, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules, and disclosures applicable specifically to any such service and provided on First IB's web site. "You" and "your" refer to each person who opens or is authorized to use any account or service offered by First IB. "We" refers to First IB.

First IB is entitled to act upon instructions received with respect to any Online Banking service under your User ID and secret Password and without inquiring into the identity of the person using the Password. First IB will establish access for you using a default Password. You shall immediately change your Password upon your first log-in. If you do not log in within 60 days of being notified of your Password, we will disable your access to the Online Banking services. You must contact First IB to restore access. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent First IB. You acknowledge that no one from First IB will ever ask you for your Password, and that First IB employees do not need your Password for any reason.

You are liable for all transactions made or authorized with the use of your Password. First IB has no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts. You agree that if you believe the secrecy of your Password has been compromised, you will immediately notify First IB of that fact, and will immediately change your Password.

For joint accounts, each person must have a separate Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint holders of the account.

To the extent permitted by law, you agree to indemnify and release First IB from any and all liability, and agree not to make any claim against First IB or bring any action against First IB, relating to its honoring or allowing any actions or transactions that were conducted under your Password.

By directing First IB, through the use of any Online Banking service initiated with your User ID and secret Password, to transfer funds or make a payment of any kind, you authorize First IB to withdraw from the designated account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing account information or services, and other communications received by First IB through the internet shall constitute legal endorsements, and shall have the same force and effect as a writing signed by you.