



FIRST INTERNET BANK OF INDIANA
FUNDS AVAILABILITY
YOUR ABILITY TO WITHDRAW FUNDS
AND
PRIVACY POLICY



FUNDS AVAILABILITY – YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we may not use the funds to authorize or settle transactions.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT: The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before our cut-off time (3 PM Eastern) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

If you make a deposit at an automated teller machine (ATM) before noon on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

NEXT-DAY AVAILABILITY: Funds from the following deposits are available on the first business day after the day of your deposit:

- Electronic direct deposits
- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on First Internet Bank of Indiana

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks
- Postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), the first \$100.00 of these deposits will be available on the first business day after the day we receive your deposit. The remaining funds will be available on the second business day after the day we receive your deposit.

OTHER CHECK DEPOSITS: The delay for other check deposits depends on whether the check is a local or nonlocal check. To see whether a check is a local or a nonlocal check, look at the routing number on the check. If the first four digits of the routing number are in the following list, then the check is a local check:

0420	0740	2420	2740
0421	0749	2421	2749
0422	0813	2422	2813
0423	0830	2423	2830
0515	0839	2515	2839
0519	0863	2519	2863

Otherwise, the check is a nonlocal check. Some checks are marked "payable through" and have a four- or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal.

Our policy is to make funds from local and nonlocal checks available as follows:

Local Checks: The first \$100.00 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, assuming no federal holidays during the week, if you deposit a local check of \$700.00 on a Monday, \$100.00 of the deposit is available on Tuesday. The remaining \$600.00 is available on Wednesday.

Nonlocal Checks: The first \$100.00 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit. For example, assuming no federal holidays during the week, if you deposit a \$700.00 nonlocal check on a Monday, \$100.00 of the deposit is available on Tuesday. The remaining \$600.00 is available on Monday of the following week.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY - SAFEGUARD EXCEPTION DELAYS: Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000.00 on any one day
- Your account is classified as a new account
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

If you deposit both categories of checks, \$100.00 from the checks will be available on the first business day of your deposit, not \$100.00 from each category of check.

DEPOSITS AT ATMs: Funds from any deposits (cash or checks) made at ATMs we own or operate will be available on the second business day after the day of your deposit, except that U.S. Treasury checks that are payable to you deposited at ATMs we own or operate will be available on the first business day after the day of your deposit. Also, the first \$100.00 of a deposit made at ATMs we own or operate will be available on the first business day after the day of your deposit. Checks drawn on First Internet Bank of Indiana will be available on the first business day after the day of your deposit if the deposit is made at an ATM located on our premises.

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will be made available on the fifth business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines.

PRIVACY POLICY

First Internet Bank of Indiana ("First IB," "we," or "us") understands how important personal privacy is to our customers and site visitors ("you"). We have developed the following privacy policy to address our collection and disclosure of confidential information.

This policy is effective January 1, 2006 and supersedes all previously published versions. This policy applies to all persons and/or businesses who visit our website as well as those who seek to obtain or do obtain a financial product or service from us. This policy will cover information we may collect about you during the course of our relationship as well as after the relationship has ended. Please note that we are not responsible for the collection, use or security of information by companies or organizations outside of First IB that may be linked to our website. We strongly encourage you to read the privacy policies of websites reached through the links from the First IB website.

VISITING OUR WEBSITE

You may visit our website and find out about our products and services, check our rates, and read more about us without giving us any information about yourself.

First IB is committed to continuous improvement of our website. We may use software tools and/or "cookies" to gather information about site visitors' browsing activities in order to target areas for improvement. A "cookie" is information sent from a website to a visitor's computer while he or she is visiting the site. Information gathered may include date and time of visits, pages viewed, time spent at the site, browser types, Internet service provider, and the site visited just before and just after the First IB site.

We will also track browsing activities of customers who have accounts with First IB and who use our online banking and bill payment services. As part of our security procedures, First IB may use a cookie to authenticate a user's request. Security cookies set by First IB will expire after one online banking session.

OUR COLLECTION AND RETENTION OF PERSONAL INFORMATION ABOUT YOU

Information regarding our customers is used solely in the legitimate conduct of our business, to deliver superior service and to design products and special offers that better meet our customers' needs. Customer information will not be used, collected, or retained unless First IB has a legitimate business purpose to do so.

We will collect and retain personal information including, but not limited to, mailing address, email address, telephone and fax numbers, employment information, and demographic and customer identification, directly from you through requests for information, the application process, and value-added services that require personal contact with you.

We will also collect and retain personal information indirectly from you through your business activities and transactions with us including, but not limited to, deposits, checks, and electronic funds transfers.

We will also collect and retain financial information, data, and employment history about you from consumer reporting agencies.

Other information will be collected and retained during the course of a business relationship with you. For instance, when you email First IB, we will retain the content of the email, the email address and our response in order to handle further questions you have, or necessary follow-up, and to monitor how well we are responding to customer questions and concerns.

OUR DISCLOSURE OF YOUR PERSONAL INFORMATION

First IB does not and will not provide or sell your personal information to any third party for independent use. Further, we will not disclose your personal information to external organizations unless (1) you request or authorize it; (2) the information is provided to help complete a transaction initiated by you; (3) the information is provided to a reputable credit bureau or similar information reporting agency; or (4) the disclosure otherwise is lawfully permitted or required.

First IB is required, for example, to share information about you and your products and services with us with parties named in a lawsuit or administrative action when we are served with a subpoena or court order. We also are required to share this information with federal or state regulatory authorities, such as banking examiners or the Internal Revenue Service, as authorized by federal or state law.

First IB contracts with outside service providers to develop and maintain our transaction processing systems, prepare your account statements, authorize credit card transactions, and provide other materials or services on our behalf. All third-party service providers working with or on behalf of First IB agree to safeguard our information about you and your products and services with us and must abide by applicable law. Whenever we hire other organizations to provide support services, we require them to conform to our privacy standards.

First IB occasionally enters into joint marketing agreements and/or promotions with third parties in order to attract new accounts and to add value to existing services. First IB reserves the right to share only the necessary information with these third parties to provide the value-added services, products, promotional bonus, and/or prizes. For instance, we may run a promotion with a third party that offers a cash bonus to you for opening an account. We would confirm with the third party that you have opened an account with us, the type of account, and the date opened. We may also offer sweepstakes through a credit card network that would require us to share your contact information with a third-party contest administrator in the event you are selected as a winner. (These examples are for illustrative purposes only and do not limit the number or types of promotions into which First IB may enter.) You may opt-out of the disclosure of your personal information as described in this paragraph by notifying us in writing at the address below or by toll-free telephone at (888) 873-3424. Doing so will result in your forfeiture of any related value-added service, product, promotional bonus, and/or prize. We must receive your opt-out request in time to give us a reasonable opportunity to act on it before the third party requests or requires your information.

California and Vermont residents only: We will not share your nonpublic personal information with any nonaffiliated third parties except as permitted by law. You must opt-in to the disclosure of your personal information as described in the paragraph above by notifying us in writing at the address below if you wish to be eligible to receive such value-added services, products, promotional bonuses, and/or prizes.

EMPLOYEE ACCESS TO YOUR PERSONAL INFORMATION

Because First IB takes your privacy seriously, we limit the availability of your information to our employees. Employees may only access your information for legitimate business purposes. Each employee has been made aware of his or her responsibilities to safeguard your personal information. We take appropriate disciplinary measures to enforce employee privacy responsibilities.

SECURITY PROCEDURES TO PROTECT INFORMATION

First IB maintains a strong security standard in order to help prevent against loss or unauthorized access to your personal information. Our website addresses our Security policy in greater detail.

MAINTENANCE OF ACCURATE INFORMATION

We have procedures to help assure that your financial information is accurate, current, and complete in accordance with commercial standards. We also have procedures to respond to your requests to correct inaccurate information in a timely manner.

We make every attempt to keep customer files complete, up-to-date, and accurate. We encourage our customers to contact us immediately to correct any outdated or incorrect personal information. Customers may review the name, address, phone number, and email address we have on file at any time through our online banking system; changes in mailing address, phone number, and email address may be initiated through the online banking system. In addition, customers may contact us with questions about or changes to their personal records in writing at:

First Internet Bank of Indiana
7820 Innovation Boulevard, Suite 210
Indianapolis, IN 46278

CHANGES TO THIS POLICY

From time to time, First IB may make changes to this policy in order to comply with regulations and/or legislation and to reflect current business practices. The policy in effect will always be available through the public website of First IB and will be conspicuously marked with an effective date. At least annually and any time significant policy changes are made, First IB will send a copy of its privacy policy to all customers of record as of the updated policy's effective date. The policy may be sent either electronically or in paper form, depending on the manner in which each customer has elected to receive statements, notices and disclosures.