

## 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  
11201 USA Parkway  
Fishers, Indiana 46037  
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 .04381 percent (.04381%) (an **ANNUAL PERCENTAGE RATE** of 15.99 Percent (15.99%)). 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.

You agree to pay: (i) a late charge of \$18.50 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:** You authorize Lender to deduct your minimum monthly payment from the Checking Account in the Application if not paid by the due date. You will keep enough funds 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.

**ARMED FORCES:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**CREDIT PLAN TERMS & CONDITIONS  
AND YOUR BILLING RIGHTS**



Terms and Conditions	OVERDRAFT LINE OF CREDIT
<b>Annual Percentage Rate (APR)</b>	<b>15.99%</b>
Annual Fee	None
Grace Period	None
Balance Transfer Fee	No fee, transfers made in \$50 increments with a \$50 minimum amount
Minimum Finance Charge	None
Method of Calculating Balance	Principal Balance
Monthly Payment	Minimum 5% of loan account balance on last day of the billing cycle but not less than \$25.00
Cash Advance Fee	Not applicable
Late Payment Fee	\$18.50
Over-the-Limit Fee	\$25.00 (applied if exceeds limit by \$100.00 or more)
Returned Check Charge	\$25.00
Term	Open-end, reviewed in twelve (12) months

**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and applies to all Overdraft Line of Credit and credit card accounts.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

Your name and account number

The dollar amount of the suspected error

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.