

ELECTRONIC FUNDS TRANSFERS: Your Rights and Responsibilities



The Electronic Funds Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions listed. You should keep this notice for future reference.

BUSINESS DAYS: For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

PREAUTHORIZED CREDITS: You may make arrangements for certain direct deposits to be accepted into your checking accounts or savings accounts.

PREAUTHORIZED PAYMENTS AND WIRE TRANSFERS: You may make arrangements to pay certain recurring bills or initiate wire transfers from your checking account(s) or savings account(s). If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we may, and every receiving or beneficiary bank may, rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank, person or account different than the bank or beneficiary identified by name. We are not responsible, nor is any receiving or beneficiary bank, for determining whether the name and identifying number refer to the same bank or person. We may honor overdrafts on your account when a transaction is initiated by preauthorized payment or wire transfer.

Intermediate banks and/or beneficiary banks, if used, may deduct a fee from the total amount of your outgoing or incoming wires. We will not be given prior notice by these banks of when fees may be charged, if at all, and we are not responsible for these third party fees.

TELEPHONE ACCESS PLAN TRANSACTIONS: You may access your account by telephone using your personal identification number (PIN), touch tone phone and account number(s) to:

- transfer funds from checking accounts, savings accounts or lines of credit to checking accounts, savings accounts or loan accounts
- get balance information about checking accounts, savings accounts, lines of credit or certificate of deposit accounts
- get withdrawal history about checking accounts or savings accounts
- get deposit history about checking accounts or savings accounts

You may access your account for telephone transactions at our toll free number provided on our website and noted on your monthly statement. You may call 24 hours a day. We may honor overdrafts on your account when a transaction is initiated by telephone access. Please also see the Transfer Limitations section of the Deposit Account Terms and Conditions regarding limitations that apply to telephone transactions.

ATM CARD TRANSACTIONS: You may access your account by ATM using your ATM card and your personal identification number (PIN) to:

- deposit funds to checking accounts or savings accounts
- withdraw cash from checking accounts or savings accounts
- get balance information about checking accounts or savings accounts

Some of these services may not be available at all terminals.

DEBIT CARD POINT-OF-SALE TRANSACTIONS: You may access your checking account by debit card to:

- purchase goods in person or by phone
- pay for services in person or by phone

Point-of-sale transactions require you to enter your PIN. Other debit card purchases may require you to sign a receipt. We may honor overdrafts on your account when the transaction is initiated by a debit card transaction. Please also see the Transfer Limitations section of the Deposit Account Terms and Conditions regarding limitations that apply to debit card transactions.

COMPUTER ACCESS PLAN: You may access your account by computer using your personal identification number (PIN) to:

- transfer funds from checking accounts, savings accounts or lines of credit to checking accounts, savings accounts, third parties or loan accounts
- make payments from checking accounts to third parties
- get balance information about checking accounts, savings accounts, lines of credit or certificate of deposit accounts
- get transaction history about checking accounts, savings accounts, lines of credit or certificate of deposit accounts

We may honor overdrafts on your account when the transaction is initiated by computer access. Please also see the Transfer Limitations section of the Deposit Account Terms and Conditions regarding limitations that apply to computer transfers.

LIMITS AND FEES: The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Replace lost ATM and/or debit card: A replacement card will be provided free of charge for the first replacement. Any subsequent replacements will be charged a fee based on our current fee disclosure.

ATM transactions: There is a limit of \$750 per day in ATM withdrawals. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or by any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Debit card and point-of-sale transactions: There is a limit of \$1,000 per day in debit card and point-of-sale transactions on accounts during the first six (6) months the account is open with us. At any time, however, the limit may be modified or eliminated at our discretion.

International transactions: If you conduct a transaction with an ATM or debit card in a country outside of the United States of America, Puerto Rico, or the US Virgin Islands, an international transaction fee may apply. Please refer to our current fee disclosure.

Documentation

TERMINAL TRANSFERS: You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or point-of-sale terminals.

PREAUTHORIZED CREDITS: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

PERIODIC STATEMENTS: You will get an account statement from us for your account(s) if the account has had an electronic funds transfer during the month or statement cycle.

Preauthorized Payments

NOTICE OF VARYING AMOUNTS: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in the Error Resolution Notice in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Fees for stop payment orders are set forth on our current fee disclosure.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your 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 some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system is not working properly and you know about the breakdown when you start the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us written permission.

Please also see our Privacy Policy regarding our disclosure of your personal information.

Unauthorized Transfers

CONSUMER LIABILITY: Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.

ADDITIONAL LIMIT ON LIABILITY FOR CHECK (DEBIT) CARD AND CREDIT CARD: 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 check (debit) card or VISA® credit card. This additional limit on liability does not apply to ATM transactions, to transactions using your PIN which are not processed by VISA®, or to commercial cards.

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

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER: If you believe your check (debit) card or VISA® credit card has been lost or stolen, call toll-free (800) 322-4058 immediately. Please also notify us at the telephone number or address listed in the Error Resolution Notice if you believe your ATM, check (debit) card or VISA® credit card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission.

ERROR RESOLUTION NOTICE: In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (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 the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or 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 within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

First Internet Bank of Indiana
8888 Keystone Crossing, Suite 1700
Indianapolis, Indiana 46240

PHONE: (888) 873-3424