



## CONSUMER CREDIT CARD AGREEMENT

### Welcome to First Internet Bank

Thank you for selecting the First IB Credit Card. This Agreement contains the terms which govern the use of your Visa credit card ("Card") and corresponding account ("Account"), and outlines your responsibility and ours. You do not have to sign the Agreement. You agree to the terms of this Agreement when you accept, sign or use the Card or Account, and once you do any of those things the Agreement will be in force. Please review and save the following important information about your Account. In this Agreement, the words "you," "your," "yours," mean each cardholder, each person who applied for the Account, and each authorized guarantor (if any), individually and collectively. The words "we," "us," "our," and "ours" mean First Internet Bank of Indiana. The term "Pricing Information" means the "Consumer Card Pricing Information," or "Consumer Rewards Card Pricing Information," whichever is applicable to the type of Card you receive.

### Using Your Account

You may use your Account in the ways listed below. You cannot use your Account for illegal purposes, such as Internet gambling.

<b>Purchases</b>	You may use your Account for purchases or lease of goods and services by using your Card.
<b>Balance Transfers</b>	You may transfer any amount, but the total amount of your balance transfer and balance transfer fee (if any) must be less than your available credit limit.
<b>Cash Advances</b>	You may obtain cash advances from financial institutions, via your First IB online banking transfer, at automatic teller machines or by using Convenience Checks, if we provide them. Transactions that VISA identifies to us as transactions with a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, or funds used for wager or gambling also will be treated as cash advances. The total outstanding balance of your cash advances must be less than your cash advance limit.
<b>Convenience Checks</b>	We may provide you with Convenience Checks you may use to access your Account. If you make a payment to someone with a Convenience Check, we will tell you whether the check will be treated as a Balance Transfer or Cash Advance. You may not use a Convenience Check to pay any amount you owe us.
<b>Credit Authorizations</b>	We may not authorize a transaction for security or other reason including operational matters, suspected fraudulent or unlawful activity, or circumstances beyond our control (natural disasters, system failures, fires). We will not be responsible or liable if this happens.
<b>Credit &amp; Cash Advance Limits</b>	We will tell you what your Account credit limit and Cash Advance limit is. You must keep your Account balance below your credit limit. We are not obligated to allow your Account to go over its credit limit or Cash Advance limit. We may increase, decrease, restrict, or cancel your credit limit or Cash Advance limit at any time without prior notice unless you are under age 21, in which case you are required to submit a written application for an increase. Any limit changes will not affect your obligation to pay us.

### Making Payments

You promise, individually and jointly, to pay all amounts due on your Account. If you let someone else use your Card or Account, you are responsible for all transactions that person makes. You will receive 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 we have charged any interest or fees to your Account. It will show your minimum required payment. "Billing Cycle" is a period of about 30 days. In general, a "Billing Cycle" is the number of days between the closing date shown on the last Statement we sent to you and the closing date on your current Statement. However, a "Billing Cycle" occurs even if we are not required to send you a Statement.

<b>Payment Instructions</b>	You must follow payment instructions on your billing Statement. All payments must be made in U.S. Dollars from a U.S. deposit account and otherwise acceptable to us. You may not make payments with Convenience Checks drawn on this Account.
<b>Minimum Payment</b>	You must pay at least the minimum payment when due. The minimum payment will be the greater of \$25 or 5% of the New Balance shown on your billing Statement, plus any amount that is past due on your Account.
<b>How We Apply Payments</b>	We apply payments and credits at our discretion. When you make a payment in excess of the minimum payment, we will allocate the excess amount first to the balance with the highest APR and any remaining portion to the other balances in descending order based on the applicable APR. In all cases, we apply payments and credits as required by applicable law.

## Fees

You agree to pay the following fees, charges, and costs.

<b>Late Payment Fee</b>	If you do not pay at least the minimum payment within 10 days of its due date, we may charge you a late fee equal to the maximum delinquency charge permitted under the Indiana Uniform Consumer Credit Code. Today, that amount is the amount shown as the "Late Payment" Fee in the Pricing Information, but the amount is subject to change as allowed by IC 24-4.5-1-106.
<b>Returned Payment Fee</b>	We may charge a \$20.00 returned payment fee if the payment you offer us is not honored by the financial institution on which it is drawn.
<b>Collections</b>	If you are in default, you will pay all costs, including attorney fees, incurred by us in legal proceedings to collect the amount you owe on your Account to the extent permitted by applicable law.
<b>Foreign Transaction Fee</b>	If you initiate a purchase or cash advance in a foreign currency, we may charge the lesser of \$10 or 2% of the amount of the transaction (in U.S. dollars). If you make a transaction in a foreign currency, the <i>Payment Card Network</i> will convert it to a U.S. dollar amount. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date.

## Interest Charges

We calculate interest charges each Billing Cycle by using the average daily balance method (including new transactions). Daily periodic rates and corresponding annual percentage rates may be found in the Pricing Information.

<b>Transaction Categories</b>	The balance subject to interest is the average daily balance of your Account. We calculate the average daily balance on your Account in three categories: (1) Purchases, (2) Cash Advances, and (3) Balance Transfers.
<b>How We Figure the Average Daily Balance</b>	To calculate the "average daily balance" for each category, we take the beginning balance of your Account for that category each day during the Billing Cycle. (We do not include unpaid interest or unpaid fees.) Each day, we add any new transactions in that category, and subtract any new payments or credits in that category. This gives us the daily balance for each category. We then add up all the daily balances for each category for the Billing Cycle. We then divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Purchases, the Average Daily Balance for Cash Advances, and the Average Daily Balance for Balance Transfers.
<b>How We Figure Your Interest Charges</b>	At the end of each Billing Cycle, we determine your Interest Charge as follows: First, we multiply the Average Daily Balance for each category by the daily periodic rate for that category. Then, we multiply that amount for each category by the number of days in the Billing Cycle. That gives us the Interest Charge for each category. The Total Interest Charge for the Billing Cycle is the sum of the Interest Charges for each category.
<b>When Interest Begins</b>	You will have at least a 25-day grace period ("Grace Period") on Purchase transactions. This means you have at least 25 days from the closing date of the Billing Cycle shown on your Statement to pay for new Purchases before we charge interest on them. The Grace Period applies only if you have no balance left over from the previous Billing Cycle. This could happen two ways. You could have had no New Balance (or a credit balance) on the Statement for the previous Billing Cycle. Or, you could have paid the New Balance for the previous Billing Cycle in full by the Payment Due Date. When the Grace Period does not apply, interest on Purchases begins on the date we post the transaction to your Account. The Grace Period does not apply to Cash Advances or Balance Transfers. Interest on Cash Advances and Balance Transfers begins on the date we post the Cash Advance or Balance Transfer to your Account.

## Communication

We may contact you from time to time regarding your Account. We may contact you in any manner we choose including calling, texting and e-mailing unless the law says that we cannot. You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. These calls could be automatically dialed and a recorded message may be played. We may listen to and record your telephone calls with us to assure the quality of our customer service.

## Other Important Information

<b>Cancellation of Account</b>	You or any joint account holder may cancel this Account by calling, writing or emailing us. You or both of you will remain responsible for paying all amounts owed. We may cancel, suspend or not renew your Account at any time without notice, except as required by applicable law.
<b>Changes to Your Account</b>	At any time the rates, fees and terms of this Agreement may change. We may add or delete any term to this Agreement. We will give you notice of any changes as required by law. We may send the notice separately, on your Statement or electronically.
<b>Credit Information</b>	We may obtain and use credit and income information about you from credit reporting agencies and others as the law allows. We may report the status and payment history of your Account to credit reporting agencies and other creditors.
<b>Default</b>	We may consider you in default if you do not comply with any terms of this Agreement or if you do not pay any payment when it is due, make false, misleading or incomplete statements on Account documents, file bankruptcy or have another insolvency proceeding filed against you or you die or are legally declared incompetent or incapacitated. If you are in default you may lose any promotional

	offers including temporary rate reductions, and introductory APR on balance transfers. If you are in default we may declare the entire balance of your Account immediately due and payable without notice.
<b>Governing Laws</b>	This Agreement is governed by applicable federal law and by Indiana law.
<b>Armed Forces Protection</b>	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%. 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). For an oral version of this disclosure, please contact us at 1-888-873-3424.
<b>Transfer of Account</b>	We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.
<b>Unauthorized Use</b>	You must notify us immediately if your Card or Convenience Checks are lost or stolen or you believe someone is using your Account or card without your permission. Your liability shall not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.
<b>Rewards</b>	If your Card is a Cashback Credit Card, you are eligible for certain rewards as described in the Pricing Information.

## Card Disclosures

	<b>Cashback</b>	<b>Consumer Classic</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>12.99%</b>	<b>16.99%</b>
<b>APR for Balance Transfers</b>	12.99% <sup>1</sup>	16.99%
<b>APR for Cash Advances</b>	18.99%	21.00%
<b>Paying Interest</b>	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.
<b>Annual Fee</b>	<b>None</b>	<b>None</b>
<b>Transaction Fees</b>		
Balance Transfers	<b>3%</b> of the transfer amount	None
Foreign Transactions	The lesser of <b>2%</b> of the purchase or cash advance amount (in U.S. Dollars) or <b>\$10.00</b>	The lesser of <b>2%</b> of the purchase or cash advance amount (in U.S. Dollars) or <b>\$10.00</b>
<b>Penalty Fees</b>		
Late Payment	<b>\$18.50</b>	<b>\$18.50</b>
Return Fee	<b>\$20.00</b>	<b>\$20.00</b>

<sup>1</sup>**Loss of Intro APR:** We may end your Introductory Balance Transfer APR if you make a late payment; then the Balance Transfer APR will be 12.99%

**How We Will Calculate Your Balance:** We use a method called "average daily balance method (including new purchases)". See "Interest Charges" section of your Credit Card Agreement for more information.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement. See "Your Billing Rights" section for further details.

**Minimum Payment:** The payment amount will be any amount past due plus the greater of \$25.00 or 5% of the new balance shown on your billing statement.

### Periodic Rates:

**Cashback** – The daily periodic rate for the Purchase APR is 0.03559%. The daily periodic rate for the Introductory Balance Transfer APR is 0%, and for the Non-Introductory Balance Transfer APR 0.03559%. The daily periodic rate for the Cash Advance APR is 0.05203%.

**Consumer Classic** – The daily periodic rate for the Purchase APR is 0.04107%. The daily periodic rate for Balance Transfer APR is 0.04107%. The daily periodic rate for the Cash Advance APR is 0.05753%.

## **Consumer Cashback Information**

### **How do I earn cashback?**

You earn cashback by using your credit card to make purchases. You will earn **3%** cash back on gas purchases. Gas purchases are those made at merchants classified as gas stations. You will earn **1%** cash back on all other net purchases (purchases minus any returns or credits).

You will not earn rewards on cash advances, balance transfers, convenience checks used to access your account or any cash received with a purchase at the point of sale.

### **Will my rewards ever expire?**

Cashback rewards have no expiration date. If your account is closed, you will lose any rewards you have not redeemed. If you fail to make two (2) minimum payments by the due date in a sixty (60) day period of time, any cash back yet to be redeemed will be forfeited.

### **Is there a limit to the amount of cashback I can earn?**

No.

### **How do I redeem my cashback?**

You may request to have your cashback credited to your credit card balance at any time by completing the cashback redemption form via online banking or contacting a Relationship Banker at 1-888-873-3424.

### **Additional Information**

If your card is lost or stolen or we reissue you a new card number for any reason, we will transfer your outstanding cashback balance to the new card.

Please note that we will notify you of any changes to the cashback program. Changes may be made at any time including but not limited to, changes to reward percentages, redemption methods and imposing additional restrictions.

## **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, contact us by email at [bank@firsttib.com](mailto:bank@firsttib.com) or write to us at:

First Internet Bank  
PO Box 80508  
Indianapolis, IN 46280

### **In your communication, give us the following information:**

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Date: The date of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

### **You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

#### **When we receive your communication, we must do two things:**

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

#### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that account.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to the amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with the applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must contact us in writing or via email within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchase**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the purchase.

To use this right, the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services, or if the company that sold you the goods or services owns us.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

First Internet Bank  
PO Box 6080  
Fishers, IN 46038

or via email at [bank@firsttib.com](mailto:bank@firsttib.com). While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.