

SPENCER COUNTY BANK
CREDIT CARD AGREEMENT
FOR VISA CLASSIC® AND MASTERCARD CLASSIC® AND VISA GOLD®

TERMS USED IN THIS AGREEMENT:

In this Agreement, "we," "our," "us," and "Bank" mean Spencer County Bank. "You" and "your" mean any person who signs this Agreement or uses the card. "The card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the card" means any procedure used by you, or someone authorized by you, to make a purchase or obtain a cash advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use of the card" means the use of the card by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

USING YOUR ACCOUNT AND CARD:

Use of your card(s) constitutes your consent to these terms and conditions. You and any Authorized User may use the Account for Purchases or Cash Advances from anyone that accepts the Card. You may not use this Card to initiate any type of electronic gambling transactions through the Internet or for any illegal purpose. We make no representation that any particular person or entity will accept the Card. If you use your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order, telephone purchase or electronic transaction) the legal effect will be the same as if the Card had been used by you and will constitute a Purchase or Cash Advance as the case may be. You must sign the Card before using it. Credit Purchases from a merchant or Cash Advances from a participating financial institution may be obtained by presenting the Card to the merchant or participating financial institution, and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve you of liability for Purchases made or cash or cash-like items received as Cash Advances. The Card may also be used to obtain Cash Advances from certain automated equipment provided it is used with the correct personal identification number ("PIN"). The amount and frequency of cash withdrawals may be limited. Your PIN is confidential, and you agree to take all necessary steps to protect the secrecy and security of your PIN. If you permit someone else to use your credit card and PIN, you agree to be responsible for any advances or purchases which may result. In order to revoke any authorized use of your credit card and PIN, you must give us written notice to this effect.

USE OF CARD AT ATMS:

We may issue you a Personal Identification Number ("PIN") for use with your Card in automated teller machines ("ATMs"), use of a Card at an ATM to obtain cash is a Cash Advance. For security reasons, there are limits on the number and amount of transactions you can make through ATM's in one day.

EXTENSIONS OF CREDIT:

If your application is approved, the Bank may, at its discretion, establish a Visa Classic®, MasterCard Classic® or Visa Gold® account in your name and cause one or more cards to be issued to you or those designated by you. In such event, you authorize the Bank to pay for your account, all items reflecting credit purchases and cash advances obtained through use of the card.

JOINT APPLICANT LIABILITY:

If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the account does not release you from any liability already incurred. Credit limit increases require all signers for approval.

CONVENIENCE CHECKS:

We may, at our discretion, issue checks to you which may be used for any purpose other than making a payment for credit to your account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your account. We do not have to pay any item which would cause the outstanding balance in your account to exceed your credit limit. Charges that apply in connection with the use of Convenience Checks are set forth in the Account Opening Disclosures, which will be provided to you after your application has been approved and are incorporated by reference into this Agreement.

BALANCE TRANSFERS

Balance Transfers are processed in accordance with your Credit Card Agreement and are subject to credit availability. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. If you transfer a balance that contains a dispute with a creditor, you may lose certain dispute rights. When you transfer a balance, the amount transferred will be treated as a Purchase.

OTHERS USING YOUR ACCOUNT:

If you allow anyone else to use your account, you will be liable for all credit extended to such persons. You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must notify us in writing and if he or she has a card, you must return that card with your written notice for it to be effective.

CREDIT LIMITS:

You promise that payments made for your account resulting from use of the card will at no time cause the outstanding balance in your account to exceed your credit limit as disclosed to you at the time you received your card or as adjusted from time to time at the discretion of the Bank. In addition, for security reasons, we will limit the aggregate amount of cash advance transactions you can obtain on your card. We have the right to adjust this cash limit from time to time at the discretion of the Bank. When you exceed your limits, you will be required to pay in full each month the entire amount in excess of your limits or you will be in default under this Agreement.

PROMISE TO PAY:

You promise to pay the Bank all payments made for your account resulting from the use of the card plus an INTEREST CHARGE on the unpaid balance. At the end of each monthly billing cycle, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the account at the beginning of the billing cycle), (ii) the amount of all balance transfers, cash advances, purchases, fees, and INTEREST CHARGES posted to your account during the billing cycle, (iii) the amount of all payments and credits posted to your account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) less (iii). For Visa Classic®, MasterCard Classic® or Visa Gold®, you agree to pay on or before the "Payment Due Date" shown on the periodic statement either the entire New Balance, or a minimum payment equal to 2% of the New Balance or \$10, whichever is greater. If the New Balance is \$10 or less, you will pay in full. In addition to the minimum payment shown on your periodic statement, you agree to pay any amounts in excess of the credit limit established by us and any past due minimum payments. You may make extra payments in advance of the due date without penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without penalty for early payment. Regardless of the amount of any extra payments during a given month, a monthly payment will be required the following month if a balance remains in your account.

INTEREST CHARGE:

We calculate the INTEREST CHARGE differently for Cash Advances than for Purchases as described below.

Purchases (Average Daily Balance-excluding current transactions)

To avoid incurring an additional INTEREST CHARGE on the balance of purchases reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The INTEREST CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases. To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. We do not add in new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Cash Advances (Average Daily Balance-including current transactions)

The INTEREST CHARGE on purchases begins from the date the transaction is posted to your account, and the INTEREST CHARGE on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

The INTEREST CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

OTHER CHARGES:

If you do not pay your payment within 10 days after your statement closing date, you may be charged a Late Payment Fee of up to \$17.50, but in no event will the Late Payment Fee exceed the minimum payment amount for the applicable statement period. If you obtain a cash advance by using an automated teller machine, you may be charged any amounts imposed upon the Bank by the owner or operator of the machine. If a payment is returned insufficient funds (NSF) or for any other reason, there will be a Returned Payment Fee of up to \$25.00, but in no event will the Returned Payment Fee exceed the minimum payment amount for the applicable statement period. If you request a card replacement, there will be a Card Replacement Fee of \$10.00. We may charge a replacement card fee in order to replace a lost or stolen credit card. If you request expedited delivery of a replacement card there will be an Expedited Card Request Fee of \$25.00 in addition to the Card Replacement Fee.

CREDIT INSURANCE:

If available, credit insurance is not required for any extension of credit under this Agreement. However, you may purchase any credit insurance available through the Bank and have the premium added to the outstanding balance in your account. If you elect to do so, you will be given the necessary disclosures and documents separately.

LIABILITY FOR UNAUTHORIZED USE:

You may be liable for the unauthorized use of your credit card. If you notice the loss or theft of your credit card, or a possible unauthorized use of your card, you should call us immediately at:

(812) 937-4433

You may also write us at:

Spencer County Bank
55 N Louis J. Koch Blvd
P.O. Box 159
Santa Claus, IN 47579

Although you may write to notify us of unauthorized use, calling us immediately at the telephone number above is the best way to keep your possible losses down.

Under MasterCard's zero liability policy, you will not be liable for any unauthorized use of your MasterCard once you notify us orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (i) you have exercised reasonable care with your card; (ii) you have not reported two or more incidents of unauthorized use of your card within the previous 12 months; and (iii) you have maintained your account in good standing. MasterCard's zero liability policy does not apply to cash advances obtained at ATMs.

Under VISA's zero liability policy, you will not be liable for unauthorized use of your VISA card once you notify us orally or in writing of the loss, theft, or possible unauthorized use. VISA's zero liability policy does not apply if you are grossly negligent or fraudulent in the handling of your account or your card, nor does it apply in the case of cash advances obtained at ATMs. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.

CREDITING OF PAYMENTS:

Payments may be made (i) to the payment address listed on your periodic statement, (ii) electronically through the MyCardStatement.com website, and (iii) in person to one of our branch employees. We do not charge for payments made by mail or by any other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you when you request the service. All payments made on your account at the address designated for payment on the monthly periodic statement or by any other approved payment method will generally be credited to your account on the date of receipt. If the date of receipt for a mailed payment is not a business day, your payment may not be credited until the first business day following receipt. If payment is made by a non-approved payment method, credit for such payment may be delayed up to five days. Payments made in person to one of our branch employees before the close of business will receive same day credit. Minimum payments and account credits will be applied first to any INTEREST CHARGE due, then to any fees due, and the remainder to the unpaid balance. Payments made in excess of the minimum required payment will be applied first to the balances with the highest ANNUAL PERCENTAGE RATES. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

DEFAULT:

You will be in default: (i) if you fail to make any payment on time, (ii) if you fail to keep any promises you have made under this or any other Agreement you have with the Bank, (iii) if you become insolvent or are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy), (iv) if anyone tries, by legal process, to take any of your money in the Bank, (v) if you have given the Bank false or inaccurate information in obtaining your card, or (vi) if anything happens that the Bank reasonably believes endangers your ability to repay what you owe.

ACCELERATION:

If you are in default, the Bank may, without prior notice to you, call any amounts you still owe immediately due and payable plus INTEREST CHARGES which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration. The card remains the property of the Bank at all times, and you agree to immediately surrender the card upon demand of the Bank. You agree to pay all reasonable costs of collection, including court costs, attorney's fees, and any cost incurred in the recovery of the card.

CREDIT INFORMATION:

You authorize the Bank to investigate your credit standing when opening or reviewing your account.

You authorize the Bank to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES:

We may report the status and payment history of your account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at: Spencer County Bank, 55 N. Louis J. Koch Blvd., P.O. Box 159, Santa Claus, IN 47579. Please include your name, address, telephone numbers, and account number.

TERMINATION OR CHANGES:

The Bank may, by written notice, terminate this Agreement at any time. You may terminate this Agreement, by written notice, as to future advances at any time. Termination by either party shall not affect your obligation to repay any payments made for your account resulting from use of the card as well as INTEREST CHARGES and other related charges. The Bank may add to, change, or delete any of the terms of this Agreement, including the periodic rate, at any time, subject to such notice as may be required by applicable law. If you use your card to make a purchase or obtain a cash advance after having been given notice of a change in terms, you agree that, to the extent permitted by law, the existing balance in your account at the time of that use will be subject to the new terms, as shall subsequent uses.

INTERNATIONAL TRANSACTIONS:

If you effect an international transaction with your MasterCard, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your account. We will charge a Foreign Transaction Fee of up to 1% in U.S. dollars on all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within to repay international transactions in order to avoid paying the Foreign Transaction Fee. If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be 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 the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a Foreign Transaction Fee of up to 1% in U.S. dollars. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within to repay international transactions in order to avoid paying the Foreign Transaction Fee.

VISA EMERGENCY SERVICES:

If we provide VISA Emergency Services in connection with your account, you acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for those purposes.

ADDITIONAL PROVISIONS:

Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. You also agree, however, that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand the validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Indiana to the extent not preempted by federal law. Use of your card is also subject to the policies and rules of VISA International, Inc. and MasterCard International, Inc. in effect from time to time, which do not conflict with the terms of this Agreement. You may not use the card for any illegal purpose or transaction. The Bank may refuse to authorize any transaction that it believes to be illegal or that poses an undue risk of illegality. You agree that any illegal use of the card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against the Bank for your illegal use of the card and to indemnify, defend, and hold the Bank, MasterCard International, Inc., and VISA International, Inc. harmless from and against any lawsuits, other legal action, or

liability that results directly or indirectly from such illegal use. The Bank does not warrant any merchandise or services purchased by you with the card. All purchases and cash advances are extended at the option of the merchant or cash advancing financial institution and the Bank is not responsible for refusal of any merchant or financial institution to honor your card. We can accept late payment(s) or partial payment(s) or check(s) or money order(s) marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them. If you move, you agree to immediately notify us in writing of your new address. You also agree to notify us promptly of any change to your name, contact telephone numbers, or place of employment. By signing this Agreement or any other related documents or by using the card, each person agrees to all the terms and conditions and promises to perform all the obligations, requirements, and duties contained in this Agreement. The person applying for a card who signed the application acknowledges receipt of a copy of this Agreement.



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, write to us at:

Spencer County Bank
55 N Louis J. Koch Blvd
P.O. Box 159
Santa Claus, IN 47579

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your statement, 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. You may call us, but if you do we are not 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 letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. _____ We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to _____ you why we believe your statement 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 _____ amount.
- 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 that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question along with 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 statement is wrong, you must write to us 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 statement. 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 Purchases

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 not to pay the remaining amount due on the purchase.

To use this right, all of 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 are 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.)
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.
3. You must not yet have fully paid for the purchase.

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

Spencer County Bank
55 N Louis J. Koch Blvd
P.O. Box 159
Santa Claus, IN 47579

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 you do not pay, we may report you as delinquent.