Independence BANK

INTEREST RATE AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	**12.48%** Standard APR based on your credit worthiness.
APR for Balance Transfers	**12.48%** Standard APR based on your credit worthiness.
APR for Cash Advances	**12.48%** Standard APR based on your credit worthiness.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after close of each billing cycle. We will not charge you interest on purchases if you pay entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.**

FEES

Annual Fees	**None**
Transaction Fees	
• **Balance Transfer**	Either **$0** or **0%** of the amount of each transfer, whichever is greater (maximum fee: $0).
• **Cash Advance**	Either **$1** or **2%** of the amount of each transfer, whichever is greater (maximum fee: **$20**).
• **Foreign Fees**	**1%** of each transaction in U.S. dollars.
Penalty Fees	
• **Late Payment**	Up to **$35.00**
• **Over-the-Credit-Line**	Up to **$0**
• **Returned Payment**	Up to **$0**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your account agreement for further information regarding how we calculate your balance.
Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.
Purchase APR: Your Purchase rate is **12.48%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **1.04%**.
Balance Transfer APR: Your Balance Transfer rate is **12.48%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **1.04%**.
Cash APR: Your Cash rate is **12.48%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **1.04%**.
Military Lending APR: Effective October 1, 2017, 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).

TERMS GOVERNING THE USE OF YOUR CARD

1**. Agreement.** These regulations govern the possession and use of credit cards ("card") issued **by Independence Bank** ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time, govern Holder's obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance, drafts or other forms signed by or given to Holder or any user of Holder 's cards to evidence a credit card transaction.

Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.

2. Membership Fees. As a condition of participation in the issuer's credit plan and the issuance of a card, Holder agrees that there is no annual membership fee for VISA consumer and business accounts. The membership fee described above entitles the Holder to two VISA cards. Holder agrees to pay a fee for each additional card requested. Please see Rates and Fees Disclosure Table for fees charged.

3. Use of Card. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of Holder's cards 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 the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make only two cash advance withdrawals totaling not more than $200 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631 -3535, and Telephone (866) 839-3485.

4. Use of Independence Bank Card Checks. Credit obtained by use of a Balance Transfer Check shall be treated as a credit purchase. Credit obtained by use of Classic or Premier Check shall be treated as a cash advance.

5. Credit Line. Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards.

6. Payment. Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of $1.00 or more. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Holder's option, (b) a minimum Payment of $**10 or 2%** of the New Balance, whichever is greater. Payments may be mailed to **VISA**, P.O. Box 31021, Tampa, FL, 33631-3021. Payments may be made, in person, at an **Independence Bank** office**. Payments received after 5:00 p.m. on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day**. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.

7. Interest Charges. Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance, or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Rates and Fees Disclosure Table. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance" of the account (including current transaction). To get the "average daily balance", we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE**." Interest Charges** for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional Interest Charges on an account balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

8. Additional Fees. For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

9. Security Interest. All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of **Montana**. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer.

10. Insurance. If the Holder is eligible and elects to participate in the group credit life, disability and loss of income insurance program by signing the appropriate enrollment forms, insurance charges will be posted to Holder's account each statement period at the rate disclosed in the enrollment form based upon the New Balance on the account (including accrued Interest Charges) for each statement period. CREDIT LIFE, DISABILITY AND LOSS OF INCOME INSURANCE IS VOLUNTARY AND IS NOT REQUIRED AS A CONDITION TO HOLDER'S PARTICIPATION IN THIS CREDIT PLAN.

11. Foreign Transactions. If a Holder's card is used to affect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversion is made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

12. Disputes. Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

13. Default. Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

14. Termination. Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

15. Amendments. Issuer may amend these regulations from time to time by sending Holder advance written notice not less than 90 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, as required by the Montana Consumer Act from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for

mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the **Montana** Consumer Act.

16. Governing Law. Holder agrees to be governed by the **Montana** Consumer Act with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.

Lost/Stolen. If it is believed that the Card has been lost or stolen or used in an unauthorized manner, the cardholder shall contact Issuer AT ONCE, in order to minimize possible losses .In most cases, the Cardholder will not be liable for any unauthorized transactions unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the Card.

Notification can be made orally or in writing at:
Credit Card Security Department, P.O. Box 30035,
Tampa, Florida 33630; Telephone Number: (727) 570 -4881.

Summary of Billing Rights

What to Do if You Think You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at:
VISA CUSTOMER SERVICE, P.O. BOX 30495, TAMPA, FL33630.

In your letter, give us the following information: Account information (Your name and account number), Dollar Amount (the dollar amount of the suspected error) and 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. 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.

While we investigate, whether or not there has been an error, the following are true: We cannot try to collect the amount in question or report you as delinquent for that amount; The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

Your Rights If You're 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 good 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:
VISA CUSTOMER SERVICE, P.O. BOX 30495, TAMPA, FL33630.

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.