

Business Visa Check Card Application

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for an account. We may also ask to see identifying documents if you complete your Application in person. Please complete this Application in black ink. Additional information may be requested.

Business Information

Business Applicant's Name *(Exact Legal Name)*

Business Street Address *(Cannot Be a PO Box)* City State Zip

Mailing Address *(If Different From Above)* City State Zip

Tax Payer ID# Business Phone Business Fax Cell Phone (optional)

Business Type: C-Corporation S-Corporation Limited Liability Company Partnership Other

Card Administrator *(Person at your company that has authority to make changes to your cards)*

Cardholder Information Please provide us with the names of individuals to be issued cards. If more than eight, please attach sheet with additional information.

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

First Name M.I. Last Name Tax Payer ID# Accounts to Access

Daily Purchase Limit \$ Daily Cash Withdrawal Limit \$

Certification and Signatures

By signing below, I certify that I am the (circle one) sole proprietor or clerk/secretary/general partner/manager/member or other authorized officer and authorized signer ("Authorized Signer") on behalf of the business (the "Company") whose full legal name appears above under the Business Information portion of this application (the "Application").

I also certify that I am authorized to (i) apply on behalf of the Company for Business Visa Check Card(s) ("Cards") issued by First Financial Bank, N.A. ("Bank"); (ii) designate the deposit accounts of the Company that may be used in connection with the Cards ("Accounts"); (iii) designate the employees of the Company who may use the Cards ("Authorized Users") and any limitations on such use; and (iv) complete and execute all forms, documents and agreements required by the Bank to use the Cards.

In addition, I certify that all the information I provided above is true and complete and that I will notify the Bank of material changes to such information.

I further understand and agree that:

- (1) The Bank and its agents and assignees (i) are authorized to contact third parties to verify any information provided in connection with this Application, (ii) may obtain credit reports, including consumer credit reports, in evaluating my Application and subsequently for any lawful purpose, and (iii) will, at the Company's request, tell the Company whether a credit report was obtained and, if so, the name and address of the reporting agency that provided it;
- (2) My signature binds the Company to the terms and conditions in the First Financial Bank Business Visa Check Card Agreement ("Agreement"), which I have read and accept, and any other agreements governing the Accounts;
- (3) The Accounts and Agreement are governed by federal and Ohio law; and
- (4) The authorizing resolution was adopted by the Company as required by the Company's governing documents and applicable law on or before the date this Application was submitted and the resolution has not been modified or rescinded.

Print Company Name: _____

By: _____ Title of Authorized Signer: _____ Date: _____
Signature

By: _____ Title of Authorized Signer: _____ Date: _____
Signature

For Bank use only.

Approved By: _____
Date: _____
Branch # _____
Business CIF # _____

Special Instructions:

FIRST FINANCIAL BANK BUSINESS VISA CHECK CARD AGREEMENT

The following terms and conditions ("Agreement") govern your First Financial Bank Business Visa Check Card(s) ("Card"). Your application for a Card ("Application"), any authorizing resolution you signed and any documents we send with your Card are part of and incorporated into this Agreement. "You" and "your" individually and jointly refer to (i) the business ("Company") whose full legal name appears under the Business Information portion of the Application, (ii) the person who signed the Application on behalf of the Company ("Authorized Signer") and (iii) any employee, representative or agent the Company has authorized to use a Card ("Authorized User"). "We," "us," "our" and "Bank" refer to First Financial Bank, N.A., Hamilton, Ohio, and its successors or assignees.

1. Card(s) and PIN(s)

- (a) **Issuance.** We will issue you the number of Cards that you request. However, we may refuse to issue a Card to you (or to reissue a Card to you if you have previously received one), at our sole discretion. Each Card issued by us remains our property and is not transferable (other than to your Authorized User(s)).
- (b) **Authorized Users.** The name of the Authorized User and the Company name will appear on the Card. Each Card will have a confidential personal identification number(s) or other confidential code(s) assigned by the Bank or selected by you for identification purposes ("PIN").
- (c) **Limitations on Authorized Users.** If you have authorized us to issue a Card to any Authorized User, we will consider such authorization to be unlimited as to the dollar amounts and type of available transactions for which the Card may be used. We will consider such unlimited authorization to be effective until you have notified us in writing that (i) dollar amount or other limitations should be established for any or all Authorized Users or (ii) you wish to revoke the authorization for any or all Authorized Users, and we have had a reasonable opportunity to act on such notification. If you notify us that you wish to revoke any Authorized User's authorization, you must take any steps we reasonably require, such as returning the Authorized User's Card to us. Subject to the provisions in Section 3 below, we shall have no liability for transactions performed using your Card and, as applicable, PIN, regardless of whether you deem such transactions to be authorized or unauthorized.
- (d) **Cancellation, Revocation or Retention of Cards.** We may cancel, revoke or limit use of any Card at any time without prior notice to you. In the event of cancellation or revocation, you must surrender your Card to us upon demand. If you attempt to use your Card after it has been canceled or revoked, it may be retained. For your protection, your Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use. Your Card may, but need not, be retained by any ATM or merchant if (i) you have attempted to make a Transfer repeatedly using an incorrect PIN, (ii) your Card was reported lost or stolen, (iii) all of your Accounts have been closed, (iv) your Card has expired or has been replaced or (v) the ATM is malfunctioning.
- (e) **Security Procedures.** Any security procedures applicable to the Card and disclosed to you are strictly confidential and should be disclosed only to Authorized Users on a need to know basis. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of all PINs and security procedures.

2. Use of Card.

- (a) **General.** You may use your Card(s) to access any qualifying commercial or business checking account you have with us ("Account"). You may not access personal accounts with your Card. The Card may be used for business purposes only and not for family, household or personal purposes. If the Accounts used with the Card are changed from business to personal purpose, we will close your Card and may issue a personal debit card upon your request. This Agreement will not apply to any personal debit card.
- (b) **Transfers -EFT Transactions.** You may use your Card to initiate certain types of electronic banking transactions that we make available from time to time ("Transfers"). Transfers may include, but will not be limited to, deposits, withdrawals, balance inquiries and transfers of funds between your Accounts at any automated teller machine ("ATM") owned or operated by the Bank ("Bank ATM") or at select ATMs owned or operated by any other financial institution that bear the ATM network logo that appears on your Card ("Non-Bank ATMs"). Transfers include any electronic banking transaction resulting from the use of your Card(s), even if an ATM is not involved at the time of the transaction.

Transfers - Debit Transactions You may use your Card and PIN to make POS debit transactions (“Transfers”) at participating Interlink merchants.

You may use your Visa Check Card without a PIN to make POS debit transactions (“Transfers”) at any merchant who has agreed to accept the Visa Check Card. You agree not to use your Visa Check Card for any transaction that may be illegal, or any transaction in connection with Internet gambling.

If you have a problem with the quality of goods or services that you have purchased with your Visa Check Card at a Visa merchant, you may have the right to reimbursement from that merchant. Certain limitations may apply. You agree to cooperate in our investigation and to provide us with receipts and signature exemplars upon request. For more information about this feature, please contact us at 1-800-221-8890.

The Visa association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (i) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (ii) the government-mandated rate.

We may provide your personal data to Visa U.S.A., its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.

- (c) Effect of Transfers. You authorize us to deduct the amount of each Transfer from the available balance in your Account(s) immediately upon our receipt of a request for authorization of the Transfer. You understand and agree that you may not place stop payment orders on any Transfers originated by use of your Card.
- (d) Limitations on Transfers. You may make an unlimited number of Transfers per calendar day, subject to limitations of applicable law and the Maximum Dollar Limitations and Other Limitations set forth below.
- (e) Maximum Dollar Limitations.
 - (i) For withdrawals, the “Maximum Dollar Limitation” per Card is the lesser of (1) your available Account balance (including any overdraft protection product, if applicable) or (2) Five Hundred Ten Dollars (\$510) per day.
 - (ii) For purchases, the “Maximum Dollar Limitation” per Card is the lesser of (1) your available Account balance (including any overdraft protection product, if applicable) or (2) Two Thousand Five Hundred Dollars (\$2,500) per day.
 - (iii) You may instruct us to assign lower Maximum Dollar Limitation(s) to any or each Authorized User, faxing a written request to 513-425-7654 or writing to BankCard Services, P.O. Box 70 Middletown, Ohio 45042.
- (f) Other Limitations.
 - (i) You may be able to withdraw cash only in certain multiples, as indicated at each ATM.
 - (ii) We may decline to authorize a Transfer if (1) your Account is overdrawn, (2) any of your Accounts has been closed or (3) your Card is damaged, has expired or has been canceled, revoked or retained for any reason.
 - (iii) Notwithstanding the available balance of your Accounts and/or the Maximum Dollar Limitations, we may, from time to time, limit the type, number and dollar amount of any Transfers and/or terminate or suspend the operation of any or all Cards, ATMs or merchants, without notice.

3. Limitation of Liability; Indemnification; Disclaimer of Warranties.

- (a) Limits on Bank’s Liability. We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control, (2) any error, failure or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to any inoperability of communications facilities or other technological failure or (3) any Transfer not completed on time or in a correct amount if the ATM where you are making the Transfer does not have enough cash. In no event will we be liable

for any consequential, incidental, special or indirect losses, damages (including dishonor of checks or other items), or expenses (including counsel fees), that you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

- (b) You Agree to Indemnify the Bank. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the services we provide hereunder.
- (c) No Warranties By Us. We make no warranties, express or implied, in connection with the services we provide to you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose.
- (d) Responsibility for Unauthorized Disclosure or Use of Cards or PINs. We assume no responsibility to discover or audit any possible unauthorized disclosure or use of Cards or PINs by your employees, agents, representatives or Authorized Users. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees)

4. Lost Or Stolen Cards; Unauthorized Use Of Cards.

- (a) Lost or Stolen Cards. You agree to immediately report any lost or stolen Card to us in writing to BankCard Services, P.O. Box 70, Middletown, Ohio 45042, via fax 513-425-7654 or telephone us toll free at 1-800-221-8890.. We will cancel the lost or stolen Card(s) promptly upon receiving notice and may, at our option, offer emergency issuance of a replacement Card. You shall be responsible for any Transfer, whether authorized or unauthorized, that is made by an Authorized User or anyone else you allow to use your Card prior to the time we receive your notification of the loss or theft.
- (b) Investigation and Prosecution. You agree to assist the Bank in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by the Bank.
- (c) Unauthorized Users. You agree to notify the Bank promptly in writing of any Authorized User who is no longer employed by you or authorized to conduct business on your behalf.
- (d) No PIN Transactions. For debit transactions that do not require the use of a PIN or any other transaction processed over the Visa network, you will not be liable for any unauthorized transactions on your Card unless it is determined that you have been grossly negligent or have engaged in fraud.

5. Fees.

- (a) Non-Bank ATM Withdrawals. We will charge you \$1.50 for each withdrawal you make at a Non-Bank ATM. Additional charges may be imposed by owners of Non-Bank ATMs for use of their ATMs.
- (b) POS Transactions Using PIN. We will charge you \$.50 per transaction at any POS terminal where your PIN number is used to perform the transaction.
- (c) Other Fees.
 - (i) You may be charged a fee by another party, such as an ATM operator or network, for any transaction that you initiate from an Electronic Fund Transfer terminal that is not operated by us.
 - (ii) You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
- (d) Service Charge Schedule. All fees will be charged in accordance with the most recent service charge schedule available at any First Financial Bank, N.A. banking center and are subject to change.

6. Governing Law.

This Agreement will be governed by federal law applicable to a national bank and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions.

7. Amendment and Termination of Agreement.

- (a) Amendment. The Bank may amend or change any of the terms and conditions of this Agreement, including the right to eliminate any or all of the services that currently are available or to add new services, at any time. We will provide notice of the changes when and as required by applicable law.
- (b) Termination. The Bank may terminate the Agreement, in whole or in part, at any time without prior notice. If you or the Bank cancel this Agreement you must surrender all Cards issued to you. You may terminate this Agreement at any time by providing us with written notice and at least three (3) days to act upon such written notice.

8. Other Agreements.

This Agreement is subject to the provisions of any other account agreement(s) or authorizing resolution(s) governing your Accounts. Such account agreements and authorizing resolutions are incorporated by reference herein and made a part of this Agreement. In the event of a conflict between these agreements, the terms of this Agreement shall govern. Nothing in this Agreement shall be deemed to annul, limit or in any way modify the terms of any other relationship (including any Account) you may now or hereafter have with us.

9. Miscellaneous Terms.

- (a) Reports. Other than the normal monthly statements distributed in connection with your Account(s) there shall be no additional reports provided to you in relation to any Transfers.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between you and the Bank concerning use of your Card. If there is a conflict between what a Bank employee tells you and the terms of this Agreement, the terms of the Agreement shall control. This Agreement supersedes any prior agreements between you and us relating to these services for your Account.
- (c) Assignment. The Bank may assign this Agreement or its rights hereunder. You may not assign this Agreement or your rights hereunder and any attempted assignments shall be void.
- (d) Severability. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect.
- (e) Interpretation. Section headings have been inserted for convenience only and do not define or limit the provisions thereof.
- (f) Survival. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this Agreement.
- (g) No Waiver By Us. We won't be considered to have waived our rights under this Agreement if we delay enforcing them.
- (h) Notices. All notices shall be submitted to the Bank at such addresses as listed in your Account agreement(s) or at the following address.

BankCard Services
P.O. Box 70
Middletown, Ohio 45042

REMINDERS:

(1) DO NOT WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF YOUR PIN ON ANY MATERIAL KEPT WITH THE CARD.

(2) DO NOT AUTHORIZE ANOTHER PERSON TO USE YOUR CARD.