TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT .......................................................... 1

Important Information About Procedures for Opening a New Account .................. 1
Agreement .................................................................................................................. 1
Liability .................................................................................................................... 1
Deposits ................................................................................................................... 2
Withdrawals .............................................................................................................. 2
Overdrafts, Fees, Courtesy Cash, and Courtesy Cash Plus ........................................ 2
Ownership of Account and Beneficiary Designation .................................................. 3
Business, Organization and Association Accounts ..................................................... 3
Stop Payments ......................................................................................................... 3
Telephone Transfers ................................................................................................. 3
Transfer Limitations ................................................................................................. 3
Amendments and Termination ................................................................................... 4
Notices ..................................................................................................................... 4
Statements ............................................................................................................... 4
Account Transfer ...................................................................................................... 4
Direct Deposits ......................................................................................................... 4
Setoff ....................................................................................................................... 4
Restrictive Legends or Endorsements ........................................................................ 4
Payment Order of Items Presented for Permanent Payment ....................................... 4
Check Processing ..................................................................................................... 4
Check Cashing .......................................................................................................... 5
Signatures ................................................................................................................. 5
Pledges .................................................................................................................... 5
Power of Attorney .................................................................................................... 5
Stale-Dated Checks .................................................................................................. 5
Endorsements ......................................................................................................... 5
Unclaimed Property ................................................................................................. 5
Death or Incompetence ............................................................................................ 5
UTMA Accounts ...................................................................................................... 5
Minor's Trust Account .............................................................................................. 5
Fiduciary Accounts ................................................................................................. 5
Legal Actions Affecting Your Account ...................................................................... 5
Check Storage and Copies ....................................................................................... 5
Truncation, Substitute Checks, and Other Check Images ........................................... 5
Account Security ...................................................................................................... 6
Remotely Created Checks ....................................................................................... 6
Claim of Loss .......................................................................................................... 6
Address or Name Changes ....................................................................................... 6
Resolving Account Disputes .................................................................................... 6
Monitoring and Recording Telephone Calls and Consent to Receive Communications .................................................................................................................................................................................. 6
Early Withdrawal Penalties ...................................................................................... 6
Waiver of Notices .................................................................................................... 6
ACH and Wire Transfers .......................................................................................... 6
NOTICE OF NEGATIVE INFORMATION ................................................................ 6

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES .......................................................... 7
Funds Availability Policy ......................................................................................... 8
SUBSTITUTE CHECKS AND YOUR RIGHTS .................................................. 8
FEATURES OF CERTAIN ACCOUNTS ......................................................... 9

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver’s license (for individuals) or other identifying documents. You agree we may verify your identity by any necessary means.

AGREEMENT - This document, along with any other documents (either electronic or paper) we give you pertaining to your account(s) including, but not limited to, the Special Handling/Electronic Banking Disclosure of Charges, is a contract or agreement (called a "rule") which controls your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to the rules herein and amendments thereto. You will receive a separate schedule of rates, qualifying balances, and/or fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the location of the banking center where the account is opened or subsequently transferred to that of a different state. These savings as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, it will be modified in any necessary and reasonable manner. We may permit some variations from this standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care as required by law.

As used in this document the words "we," "our," and "us" mean First Financial Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. These savings as the operating letters of the Federal Reserve Banks and payment processing system rules are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and if applicable, the person or entity you represent if you sign as a representative of another) to the terms of this account and the scheduled rates and charges. You agree to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, returned, or incorrect. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeited cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting
to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for overdraft fees you may collect if we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip), or the applicable image software will capture the list. To process this type of deposit, we will verify the deposit and record the deposit to your account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will post the amount we determine the deposit to be. You will be entitled to reimbursement only for the minimum balance reflected in the difference between what is stated on the itemized deposit slip. We will treat and record all transactions received (1) after the applicable "daily cutoff time" for your transaction, (2) on a Saturday, or (3) on a day we are not open for business, as if initiated the next business day. We may return any deposit as a nonsufficient funds item for automatic credit transfers available funds from another account you have with us. These services can help you avoid overdrafts and declined or returned items. If you apply for and are approved for a Ready Reserve Line of credit, and you also request the Dynamic Transfer feature, we will limit your ability to pull funds using Dynamic Transfer, then utilize your Ready Reserve Line of credit, and then overdraft your account and charge fees pursuant to your Courtesy Cash or Courtesy Cash Plus selections. While fees apply when you use overdraft protection services, the fees associated with these services may be less expensive than the fees for overdrafts incurred pursuant to your Courtesy Cash or Courtesy Cash Plus selections, declined items, or returned items. For more information about these overdraft protection services, please visit our website or call our Customer Service Center at 877-557-9530. Our Courtesy Cash Program is separate from these protection services.

**Withdrawal Limitations**

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs the spaces designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you until we receive written notice to the contrary authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request that is not signed as authorized by the account holder, or a holder of a separate signature authority account, or as permitted by the institution that issued the check, if it determines the check is not the holder’s or a separate signature authority holder’s handwriting. We may also refuse withdrawal or transfer requests if the account is closed, is in an account classification other than as a transaction account, or if we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "returned, stop payment order, or "closed account," but for an error or defect, we may hold or resubmit the item introduced in the substitute check creation process, you agree that we may pay such item.

See the FUNDS AVAILABILITY POLICY disclosure for information about when you can withdraw funds you deposit. For those accounts to which our FUNDS AVAILABILITY POLICY disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. That can affect what funds are made available for withdrawal. When we determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return, we need not consider the amount of prior items taken from your account, the account balance at the time of the prior transaction, the payment of checks or other items, or the amount of borrowed funds.

Electronic check conversion and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to examine the signature or otherwise examine the original check or item.

Release-of-funds procedure - We reserve the right to prevent withdrawal from this account upon the death of any owner until all required release-of-funds procedures are completed.

**OVERDRAFTS, FEES, COURTESY CASH, AND COURTESY CASH PLUS**

**Overdrafts** - An overdraft occurs when you do not have enough money in your account to cover a transaction ("Insufficient Balance"), but we authorize or pay it anyway. Except for an Insufficient Balance, any fee is assessed on a per event, such as: the payment of checks, electronic fund transfers, or other withdrawal requests; payment authorized by you (including, but not limited to, debit card authorizations); the return of unpaid items deposited by you; service charges; or a hold on funds that you deposit with us, according to our Funds Availability Policy, which are treated as not yet available or finally paid. You understand that we may, at our discretion, honor transactions that overdraft your account as part of our Courtesy Cash service. However, we will only authorize and pay overdrafts if permitted by our courtesy cash transaction service, which is only available if you have a account that is opt-in to Courtesy Cash Plus service, or you have a positive Available Balance at the time of authorization.

The fact that we may honor transactions that overdraft your account does not obligate us to do so in the future. You can obtain only one policy to authorize or pay overdrafts on your account regardless of how frequently or under what circumstances we have authorized or paid overdrafts on your account in the past. If we do not authorize or pay an overdraft, the transaction will be declined. We can change our practice of authorizing or paying overdrafts on your account without notice to you.

You may be required to pay fees for overdraft services that might be available to you where we commit to paying overdrafts under certain circumstances, such as our Ready Reserve overdraft protection line-of-credit (which is subject to credit approval) or your Dynamic Transfer, which is a service that automatically transfers available funds from another account you have with us. These services can help you avoid overdrafts and declined or returned items. If you apply for and are approved for a Ready Reserve Line of credit, and you also request the Dynamic Transfer feature, we will limit your ability to pull funds using Dynamic Transfer, then utilize your Ready Reserve Line of credit, and then overdraft your account and charge fees pursuant to your Courtesy Cash or Courtesy Cash Plus selections. While fees apply when you use overdraft protection services, the fees associated with these services may be less expensive than the fees for overdrafts incurred pursuant to your Courtesy Cash or Courtesy Cash Plus selections, declined items, or returned items. For more information about these overdraft protection services, please visit our website or call our Customer Service Center at 877-557-9530. Our Courtesy Cash Program is separate from these protection services.

**Available Balance Calculation** - In order to determine whether your account has sufficient funds to cover a transaction, we use the Available Balance. Your Available Balance is calculated by adding your total collected and provisional credits and subtracting administrative holds, provisional debit card transactions, and pursuant to the Payment Order of Items Presented for Permanent Payment, items presented for permanent payment. An administrative hold is a freeze on a certain amount of funds in your account, for example, due to a court order served on us. You may not see the administrative hold as a transaction in online banking or on your statements, but the amount of the administrative hold is reflected in the difference between your Available Balance and Current Balance in online banking. The Current Balance in online banking reflects the sum of your collected deposits and does not include your provisional transactions, provisional funds, or provisional debit card transactions. Provisional means arranged or existing for the present, possibly to be changed, canceled, or expired; temporary and not permanent.

**Availability Balance**

<table>
<thead>
<tr>
<th>Current Balance</th>
<th>$4,178.18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$96,492.02</td>
</tr>
</tbody>
</table>

Please note that your statements will not show your Available Balance like online banking; instead, they show the Current Balance of each day during the statement period as of the statement date. On the statement this Current Balance is identified as an Available Balance.

**Debit Card Transactions.** When you initiate a debit card transaction, the debit card processor checks your Available Balance to determine whether or not to authorize the transaction. If you have a positive Available Balance, have a Ready Reserve Line of Credit, utilize Dynamic Transfer, or have opted in to Courtesy Cash Plus, the transaction may be authorized and a provisional debit card transaction may be created. This provisional debit card transaction reduces your Available Balance immediately, and no payment is initiated during overnight processing. Once the debit card transaction is processed by the merchant, the provisional debit card transaction is canceled and the debit card transaction is processed for permanent payment. If the provisional debit card transaction is not processed by the merchant, the card may be rejected, which would cause the provisional debit card transaction will expire and your Available Balance will be increased by the amount of the expired provisional debit card transaction. If the merchant processes the transaction after the provisional debit card transaction has expired, because the transaction previously had been authorized, the transaction will be presented for permanent payment and will reduce your Available and Current Balance. If the transaction presented for permanent payment creates an overdraft in your account, you may incur an overdraft fee. The expiration of the provisional debit card transaction, presentation of items for permanent payment, and other related processes occur during overnight processing and may not be reflected in online banking or your statement. Overdrafts presented overnight occur between 9PM EST and 5 AM EST on weekdays, your balances may not be updated during this time. Please check your balances outside of those times for more current information.

For example, on Friday, before overnight processing, if you have a starting Available Balance of $80 in your account, and you go to the store and make an $80 debit card purchase, your Available Balance will be reduced to $0. Also, on Friday, during overnight processing, if a check posts to your account for $18, a banking center or the call the Customer Service Center since 5 PM EST, and 5 AM EST on weekdays, your balances may not be updated during this time. Please check your balances outside of those times for more current information.

For example, on Friday, before overnight processing, if you have a starting Available Balance of $80 in your account, and you go to the store and make an $80 debit card purchase, your Available Balance will be reduced to $0. Also, on Friday, during overnight processing, if a check posts to your account for $18, a banking center or the call the Customer Service Center since 5 PM EST, and 5 AM EST on weekdays, your balances may not be updated during this time. Please check your balances outside of those times for more current information.
Cash Plus, or if the transaction was a recurring debit card transaction) will be charged, but will be reimbursed the first business day immediately following the overnight processing when the Overdraft Fee is incurred since when the debit card transaction was authorized your Available Balance was positive. After reimbursement of the Overdraft Fee, the Available Balance will be $47.

See recap of this example below:

Please also note, there are times when the amount authorized for a debit card transaction will differ from the amount that is presented for permanent payment, for example, when you add a tip to your bill at a restaurant. If the Available Balance at the time the debit card transaction was authorized was insufficient to pay the amount presented for permanent payment and an Overdraft Fee was incurred, the Overdraft Fee will not be refunded. If you want to check your Available Balance, please log into Online Banking, or call our Customer Service Center at 1-877-332-9830, for the most up-to-date information.

<table>
<thead>
<tr>
<th>Day</th>
<th>Details</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday</td>
<td>Starting Balance before overnight processing</td>
<td>$80</td>
</tr>
<tr>
<td></td>
<td>Check</td>
<td>-$10</td>
</tr>
<tr>
<td></td>
<td>NSF Fee</td>
<td>-$37</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
<tr>
<td>Saturday</td>
<td>Starting Balance</td>
<td>-$47</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
<tr>
<td>Sunday</td>
<td>Starting Balance</td>
<td>-$47</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
<tr>
<td>Monday</td>
<td>Starting Balance before overnight processing</td>
<td>-$47</td>
</tr>
<tr>
<td></td>
<td>Provisional Debit Card Transaction Expires</td>
<td>-$80</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$33</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Starting Balance before overnight processing</td>
<td>-$33</td>
</tr>
<tr>
<td></td>
<td>Debit Card Transaction</td>
<td>-$80</td>
</tr>
<tr>
<td></td>
<td>Overdraft Fee (if opted into Courtesy Cash Plus or recurring Debit Card Transaction)</td>
<td>-$37</td>
</tr>
<tr>
<td></td>
<td>Overdraft Fee Refunded</td>
<td>-$97</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
</tbody>
</table>

1See current Special Handling/Electronic Banking Disclosure of Charges for the current fee amount.
2This is the transaction that was previously authorized on Day 1, and will be presented for permanent payment, even if not opted into Courtesy Cash Plus. Please note, if not opted into Courtesy Cash Plus, an Overdraft Fee will not be charged.

 Fees - You agree that we may charge fees for overdrafts. Fees are set forth in the Special Handling/Electronic Banking Disclosure of Charges. Please note that overdraft fees are due and payable to us on demand. If no demand is made by us, an overdraft fee applicable to a particular overdraft is due no later than thirty (30) calendar days after the date that you overdrew your account for that overdraft. While you have an account shortage, we may charge a fee to notify you that you have an account shortage. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted into that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

If you have opted out of Courtesy Cash, or if your account is otherwise ineligible, you will, in lieu of overdraft fees, be charged either a returned check fee for each item returned or an insufficient fund fee if we pay the item.

If you have an account shortage, including shortages created by services fees, you may be charged with overdraft notification fees.

If a fee will be assessed on a non-business day, it will be posted to your account on the day before the business day.

Courtesy Cash - You will be automatically enrolled in Courtesy Cash at account opening unless you notify us you would like to opt-out of Courtesy Cash. You may opt out of Courtesy Cash at any time by visiting a banking center or by calling the Client Service Center at 877-322-9830. If you opt-out, you are responsible for all account shortages and all overdraft fees that you incurred prior to opting-out, and you are responsible for fees that may arise after you have opted-out if your account remains overdrawn.

You may opt-out of Courtesy Cash if you do not maintain your account in good standing, if you are suspected of committing fraud, if you are a victim of fraud and we have taken action to restrict your account, or if you requested to opt-out of Courtesy Cash. Your account is in good standing for Courtesy Cash purposes if you do not make deposits to bring your account to a positive balance and your Available Balance at least once every thirty (30) calendar days (including the payment of fees and charges); avoid excessive overdrafts; and have no legal orders, levies, or liens against your account. Even if your account is in good standing, we may authorize and charge overdraft fees on certain overdrafts if you reserve the right to limit participation, suspend, revoke, or discontinue Courtesy Cash without prior notice.

Ownership and Beneficiary Designation - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse to accept some forms of ownership on any or all of our accounts. We make no representation as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw under (1) any power creating the account die, (2) the beneficiary is then living, and (3) any required release-of-funds procedures have been completed. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise specified on the agreement, without regard to the survivorship. The proceeds must equal 100% when divided and must be in whole numbers. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Stop-payment orders placed on weekends and holidays will be effective on the next business day. When items are presented for permanent payment that relate to a stop-payment order, the processing for the stop-payment order typically occurs the next business day. Your Available Balance may not be updated until this processing occurs. Delays may be experienced. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six months. If you fail to renew your order, your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur damages or expenses because of the stop-payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal action that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals. However, additional fees may apply for this service.

TRANSFER LIMITATIONS - Unless otherwise disclosed, for savings and money market accounts you may make transfers of funds means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A
AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For changes, we will give you reasonable notice either in writing or through another method prescribed by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed are subject to collection. If we close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or the accuracy of your signature, we may arrange for a longer notice period. Any notice we give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in your account or if your account is closed, you are obligated to treat your account as closed from the effective date of the change, you have agreed to the new terms.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient time to be able to identify the check or item, including the precise check or item number, account number, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to us that you receive is effective when it is received by us.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures, alterations or forgeries, or any unauthorized addenda to your account, you must immediately notify us of such facts, even if you had already submitted your statement before you noticed the error. You must notify us of any unauthorized accounts, checks, or drafts you receive as a result of the unauthorized signatures and alterations or forgeries you should have noticed. This statement requires your examination of the account statements and any other checks or wires. If you discover any unauthorized signatures or alterations or forgeries, you must notify us immediately. Failure to notify us in a timely manner may result in the loss of any portion of the account, or in the loss of any portion of the account.

Your duty to report errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement of account with reasonable promptness for errors or problems - such as an encoding error or an unexpected deposit amount. For Consumers Only, if you receive or we make available either your items or images of your items, you must examine your statement of account and any notice provided to you for errors or problems. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether or not we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Moreover, the 30-day limitation is a maximum and such time frame may be reduced depending on the circumstances.

Your duty to report errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement of account with reasonable promptness for errors or problems - such as an encoding error or an unexpected deposit amount. For Consumers Only, if you receive or we make available either your items or images of your items, you must examine your statement of account and any notice provided to you for errors or problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to checks or overdrafts that you do not receive, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account to another party, you must not be writing to the transfer or assignee. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or other security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

DIRECT DEPOSITS - If we are required for any reason to recredit the federal government accounts, the accounts of any other governmental or private agency or any bank account on deposit with us, or if the amount deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. You may also use any other legal remedy to recredit any amount of our liability.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner, or your joint and several liability as co-owners. If a judgment creditor has a judgment against you, the court or collector may order us to pay the judgment to you as the debtor, and you may not be able to prevent such payment, even though you have not paid the debt. If the amount of the judgment is less than the amount of the debt, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax deferred account, or (b) the debt is created under a consumer credit transaction under a credit card plan (but does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal only arises in a representative capacity. If your account is used for social security benefits, and is overdrawn, the amount by which the account is overdrawn can be set off against future social security deposits made into the same account. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You release us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $100.00." If the payee’s name is altered by the words "for deposit only" is an example of a restrictive endorsement.

PAYMENT ORDER OF ITEMS PRESENTED FOR PERMANENT PAYMENT - The order in which items are presented from your account is important to you. We cannot guarantee that an item number, an electronic fund transfer or a check will be presented for payment. We cannot guarantee that any overdrafts or items returned unpaid and the amount of the fees you may be assessed. To assist you in managing your account, we are providing you with the following information regarding how we pay items presented for permanent payment:

* Our policy is to pay items being presented for permanent payment in the following order:
  1. Wire transfers - lowest to high dollar amount on the day presented for permanent payment
  2. ATM transactions - in low to high dollar amount on the day presented for permanent payment
  3. Debit Card transactions authorized with a PIN appears as "DBT CRD" on your statement or a person-to-person payment - in low to high dollar amount on the day presented for permanent payment
  4. Debit Card transactions authorized as a credit transaction (appears as "POS DEB" on your statement) - in low to high dollar amount order on the day presented for permanent payment
  5. Recurring Debit Card transactions - in low to high dollar amount order on the day presented for permanent payment
  6. Electronic Fund Transfers - in low to high dollar amount on the day presented for permanent payment
  7. Checks paid at the teller window or to an FBO loan - in check number order on the day presented for permanent payment
  8. ACH transactions - in low to high dollar amount order on the day presented for permanent payment
  9. All other checks - in check number order on the day presented for permanent payment

* Note: Items that are provisionally presented as a debit to your account may not be presented for permanent payment in the same order as provisionally presented.

If a check, item or transaction is presented for permanent payment against an Insufficient Balance in your account, we may, at our discretion, pay the item(s) creating an overdraft. In returning item(s) presented for permanent payment for insufficient funds (NSF), we attempt to return in the reverse order of our payment order of items listed above. Exclusions to this return order may include, but are not limited to, ATM debit card transactions, checks which are considered non-returnable as authorization was given at the time of the provisional transaction. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services to ATMs and debit card transactions which we charge. We encourage you to keep accurate records and practice good account management. This will help you to avoid creating overdrafts and potentially incurring the resulting fees.

CHECK PROCESSING - We process items mechanically by relying solely on the information given to us on the checks or other items and the bank items. We do not verify the accuracy of the information given to us on the checks or other items. We do not verify the accuracy of the information given to us on the checks or other items. We do not verify the accuracy of the information given to us on the checks or other items. We do not verify the accuracy of the information given to us on the checks or other items.
would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us, and will charge a check, draft or other item, including an item that is not made payable to your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

SIGNATURES - We are authorized to accept any item appearing to be authorized by you.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on all items except drafts or checks, or by complying with the State of New York Uniform Power of Attorney Act. A power of attorney continues until your death or the death of the person given the power. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney. It is solely within our discretion whether or not we recognize and choose to act on a power of attorney, unless otherwise prohibited by state law. We may require an affidavit from the attorney-in-fact, stating that the document presented is a true copy, and that to the best of his or her knowledge, the account holder is alive and that his or her powers have not been altered or terminated.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check or draft that is stale (that is, has passed its legal tender period). However, the failures to pay stale-dated checks do not relieve the benefits of the minor by the trustee(s), indicated as custodian(s) on the signature card. Upon the minor reaching age eighteen (18), either the minor or the trustee(s) may remove the funds from the account for the benefit of the minor. The minor shall remain the minor until age eighteen (18), and either the minor or the trustee(s) removes the trust(s) from the account. Funds in the account may be removed by depositing checks, withdrawing funds, or closing the account. Trustee(s) may appoint additional trustees. Upon their decision to manage the account, minor agrees to be bound by all the terms and conditions of the account as outlined in this agreement and any other related account documents. If all trustee(s) on the account shall cease to be incapacitated before the minor attains age eighteen (18), the legal guardian of the minor shall be the account custodian until withdrawal of the trust funds and are under no obligation to act as trustee or to act as trustee or as custodian. The trustee and/or minor, upon reaching contractual capacity, in their individual capacity and jointly several, agree to indemnify and hold us harmless from and against any and all claims, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) or minor in handling, dealing with, or managing the account.

MINOR'S TRUST ACCOUNT - An account established to hold money in trust for the benefit of the minor indicated as owner on the signature card. The trust funds may be withdrawn by the minor (if age eighteen (18)) or by the trustee(s) indicated as custodian(s) on the signature card. Upon the minor reaching age eighteen (18), either the minor or the trustee(s) may remove the funds from the account for the benefit of the minor. The minor shall remain the minor until age eighteen (18), and either the minor or the trustee(s) removes the trust(s) from the account. Funds in the account may be removed by depositing checks, withdrawing funds, or closing the account. Trustee(s) may appoint additional trustees. Upon their decision to manage the account, minor agrees to be bound by all the terms and conditions of the account as outlined in this agreement and any other related account documents. If all trustee(s) on the account shall cease to be incapacitated before the minor attains age eighteen (18), the legal guardian of the minor shall be the account custodian until withdrawal of the trust funds and are under no obligation to act as trustee or to act as trustee or as custodian. The trustee and/or minor, upon reaching contractual capacity, in their individual capacity and jointly several, agree to indemnify and hold us harmless from and against any and all claims, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) or minor in handling, dealing with, or managing the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You are responsible for accounting for any such account, and acting in the capacity of a trustee in a trust account. We do not undertake to monitor or enforce the terms of the trust or letters.

LEGAL AGENCIES AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, attachment order, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination or other agreement is reached regarding the legal action. We may do these things even if the legal action does not involve all account holders. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because you have withdrawn the funds or from restricted access to funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. These fees are in addition to amounts provided elsewhere and may specify additional fees that we may charge for certain legal actions.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable period of time and may request copies from us in the manner we require, and additional fees may apply.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you agree that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create contains the information necessary to legal recognition, identification, and authentication for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you

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initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

ACCOUNT SECURITY - Duty to protect account information and methods of access - It is your responsibility to keep the account number(s) and access device(s) (i.e., ATM card, debit card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic transfers will be made using the account number(s) and access device(s) you authorized when you opened your account. If you lose your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic transfers, we do not agree if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services you rejected. You will be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers made. We have been advised that transfers by that person are no longer authorized and we have had reasonable time to act. Please review the additional information you have received or will receive regarding transfers by access devices.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be created electronically from information on an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purport to be the signature of the account owner). In the event of a signature, the check usually has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A remotely created check can be invalid in an account holder’s name, or the account holder may be asked to issue additional remotely created checks that you have not authorized.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and written authorization to create the check or draft; in the case of a draft, there appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or similar event, you must also agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities and financial institutions where you have an account if you believe you have discovered stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages including loss of profits or opportunity, or for attorneys’ fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. This will include any bank, other financial institution, or any person to whom we may sue to recover your loss. You agree to cooperate with us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or name. Address or name must be made by at least one of the account holders, or by any other means the bank deems appropriate. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you by using the last address or name you provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming interest in your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVING INFORMATION - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any recording and to:

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing system.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

EARLY WITHDRAWAL PENALTIES (and Involuntary withdrawals) - We may impose a penalty that can be as high as a year’s interest on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

WAIVER OF NOTICES - To the extent permitted by law, we waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code as adopted in the state in which you have your account with us. If you originate a fund transfer and you transfer by name and number a beneficiary financial institution, an intermedary financial institution or a beneficiary, we and every receiving or beneficiary financial institution are liable on the transfer for the amount paid by you on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A 403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount credited until you agree that you are satisfied that the payment has been made and that you agree to deliver a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We must report negative information to your account to credit bureaus or nationwide consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

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

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payments may be or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to the third party to pay back a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, the third party will verify that you have authorized the transfer. Please provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information whether or not you authorize the transfer to third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements for certain recurring bills from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment to you from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at 877-322-8100 using your personal identification number, a touch tone phone, and your account numbers, to:
- transfer funds from checking to checking or savings
- transfer funds from checking to savings or checking
- make payments from checking or savings to loan accounts
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

Please also see Limitations on frequency of transfers section regarding limitations that apply to telephone transfers.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM Card and personal identification number or Visa® Debit Card and personal identification number, to make deposits to checking or savings account(s), get cash withdrawals from checking or savings account(s), but you may withdraw no more than $100.00 per day. Some of these services may not be available at all terminals. Using your card you may not exceed $2,500.00 in transactions per day. Increases to the default limits described above can be requested at any Banking Center or by calling our Customer Service Center. Requests for limit increases will be reviewed and either granted or declined at our discretion. Please see your Debit Card Terms and Conditions for further details. Please also see Limitations on frequency of transfers section regarding limitations that apply to debit card transactions.

Unlawful Transactions Prohibited. You certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et. seq. (the "UIGEA"). You may not use your account or any other service we offer to receive any fund, transfer, credit, instrument, or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is not permitted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this agreement.

Computer Transfers - types of transfers - You may access your account(s) by computer through the Internet by logging onto our website at www.bankatfirst.com and using your online banking ID and password, or other methods of authentication implemented by us, to:
- transfer funds from checking to checking or savings
- transfer funds from checking to savings or checking
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties using bill payment
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts
  - CD, IRA, and loan account(s)

Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Mobile Banking Transfers - types of transfers - You may access your account(s) by a mobile or wireless device with a mobile web browser by visiting https://www.bankatfirst.com/content/first-financial-bank/home/login-form.html# or downloading the mobile applications and using your online banking ID and password, to:
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from checking to checking
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- make payments from checking to third parties using bill payment
- get information about:
  - checking account(s)
  - savings account(s)
  - CD, IRA, and loan account(s)

Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers notice to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, or similar order to third parties are limited to six per calendar month.

FEES
- You may be charged for direct deposits depending upon the type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a full fund transfer).

DOCUMENTATION
- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-877-322-9530 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement from us for your checking accounts.
- You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Please refer to our Special Handling/Electronic Banking Disclosure of Charges for details regarding other charges.

PREAUTHORIZED PAYMENTS
- 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 this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

Please refer to our Special Handling/Electronic Banking Disclosure of Charges for the amount we will charge you for each stop payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person arranging to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not 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 you have an overdraft line and the transfer would go over the credit limit.
  - If you make the transfer on a day when we are closed.
  - If the automated teller machine where you are making the transfer does not have enough cash.
  - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire or flood) prevent the transfer.
  - If you or your agent does not cooperate with our attempts to make the transfer.

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

CONFIDENTIALITY
- We will disclose information to third parties about your or the transfers you make:
  - To your service provider as necessary for completing transfers;
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or employer; or
(3) in order to comply with government agency or court orders; or
(4) as explained in the separate Privacy Notice.

UNAUTHORIZED TRANSFERS

(a) Consumer liability. Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your account in the clear. If you are unable to contact us at that time, you should call us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

CONSUMER ERROR RESOLUTION NOTICE

In case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transfer or unidentifiable transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account.

Account and Online Banking Inquiries
First Financial Bank
Attention: Client Services
P.O. Box 18127
Fairfield, OH 45014-0127
1-877-322-9530

ATM & Debit Card Inquiries
Attention: BankCard Services
P.O. Box 70
Middletown, OH 45042
1-800-221-8890

To report a lost/stolen card after hours, call 1-855-898-7288

Business Days: Monday through Friday
Excluding Federal Holidays

Funds Availability Policy

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also fall under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and preauthorized deposits are available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn or used those funds, you may still be responsible for checks you deposited that are returned to us unpaid and for any other problems involving your deposit.

Funds for the determination of your deposit, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, during business hours, we will consider that day to be the day of your deposit. However, if you make a deposit after business hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are in your account. Those funds will be available at the time funds from the check you cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in your account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In certain cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 (effective 7/1/2020) of this amount will be $225) of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will tell you when you can withdraw the funds. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Exception Holds. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid. You deposit checks totaling more than $5,000 (Effective 7/1/2020) this amount will be $5,525) on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 (Effective 7/1/2020 this amount will be $5,525) of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 (Effective 7/1/2020 this amount will be $5,525) will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made to one of our employees, the first $5,000 (Effective 7/1/2020 this amount will be $5,525) will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.
Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

First Financial Bank
Attention: Client Services
P.O. Box 18127
Fairfield, OH 45018-0127
1-877-322-9530

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

FEATURES OF CERTAIN ACCOUNTS

Certain NOW and demand deposit sweep accounts consist of two sub-accounts: a checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which each earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed to pay withdrawals. On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period. Transfers between sub-accounts will not appear on your statement and will not be subject to any fees. The combined balances of both sub-accounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered.

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