

Table of Contents

| | |
|---|-----------|
| Introduction and Agreement..... | <u>2</u> |
| Account Ownership and Beneficiary Designation..... | <u>2</u> |
| Overdraft, Posting Order, and Funds Availability..... | <u>4</u> |
| Overdrafts, Courtesy Cash, Courtesy Cash Plus, and Fees..... | <u>4</u> |
| Posting Order of Items Presented for Permanent Payment..... | <u>8</u> |
| Funds Availability Policy..... | <u>9</u> |
| Accessing and Using Your Account..... | <u>10</u> |
| Deposits..... | <u>10</u> |
| Withdrawals..... | <u>10</u> |
| Check and Item Processing..... | <u>10</u> |
| Stop Payments..... | <u>12</u> |
| Wire Transfers..... | <u>12</u> |
| ACH Transactions..... | <u>14</u> |
| Managing and Monitoring Your Account..... | <u>14</u> |
| Account Statements..... | <u>14</u> |
| Account Security..... | <u>15</u> |
| Account Maintenance..... | <u>16</u> |
| Electronic Fund Transfers – Your Rights and Responsibilities..... | <u>17</u> |
| Substitute Checks and Your Rights..... | <u>20</u> |
| Applicability and Effectiveness of this Agreement..... | <u>20</u> |
| Contacting First Financial Bank..... | <u>23</u> |

The following information, unless otherwise noted, applies to all checking, savings, and money market accounts. All deposit accounts are subject to this Terms and Conditions of Your Account, Special Handling/Electronic Banking Disclosure of Charges, and possibly other disclosures. For commercial clients, certain portions of this document may apply to your commercial relationship with First Financial Bank and may be impacted by additional agreements you enter into with us.

Introduction and Agreement

USA Patriot Act Disclosure - 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 all 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. Verification of your identity may occur through other sources.

Account Agreement – This Terms and Conditions of Your Account, the [Special Handling/Electronic Banking Disclosure of Charges](#), [Privacy Notice](#), signature card, Courtesy Cash Opt-In/Out Form, and all other documents (either electronic or paper) comprise the agreement (collectively the "Agreement") between you and First Financial Bank (the "Bank"). Please read these documents carefully and retain them for future reference. By signing the signature card or using any of our deposit account services, you are agreeing to the terms of the Agreement and any amendments. Other products or services may have additional agreements which will be provided as applicable.

You are also agreeing to comply with all local, state, and federal laws, rules, and regulations, as amended from time to time. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. In the event we honor a nonconforming request for any service(s), we are not obligated to do so repeatedly.

The terms "we," "our," and "us" mean First Financial Bank and all its affiliates, subsidiaries, successors, and assigns. "Customer," "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. 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. Unless otherwise stated, all times referenced throughout this disclosure are Eastern Time.

Account Ownership and Beneficiary Designation

The information below defines the types of account ownership and beneficiary detail of your accounts. We rely on the information provided by you and you are responsible for keeping your account ownership information up to date. Proper documentation is required prior to account opening. Restrictions on your account(s) may occur until your identity is verified. Not all types of ownership may be permitted on all accounts.

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 of you. Any account owner has full control of the account, including, but not limited to withdrawing or pledging all or a portion of the funds or closing the account. All account owners agree to be jointly and severally liable for all actions taken on the account. Upon death of an account owner the funds will belong to the surviving owner(s). If two or more owners survive, the ownership will be as joint tenants with survivorship.

Pay-On-Death Account – You may designate a beneficiary on your account to receive account funds upon the death of all account owner(s). Beneficiaries cannot withdraw unless: (i) all persons creating the account die, (ii) the beneficiary is then living, and (iii) 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 stated on the account agreement, without right of survivorship. The proceeds must equal 100% when divided and must be in whole numbers. The person(s) or other lawfully appointed designee(s) creating this account type reserves the right to: (i) change beneficiaries, (ii) change account types, and (iii) withdraw all or part of the funds at any time.

Trust Account - When an account is set up as a "Trust Account", the trust shall be the Customer and the current trustee(s) shall be the account signer(s). The trustee(s) shall be responsible for all transactions performed on the account. In the case of a trustee's death or resignation, the successor trustee(s) appointed by the trust or by court order shall become the trustee(s). Unless the trust expressly provides otherwise, all Trust Accounts shall be revocable by the grantor thereof during his or her life.

Power of Attorney – You may authorize a third party (the “Agent”) to act on your behalf with respect to your account(s) by providing a power of attorney in a form that meets state-specific requirements and we agree to accept. The Agent can transact on your account(s), sign on your behalf and otherwise issue instructions with respect to your account(s). You agree that we are not obligated to investigate any facts related to the power of attorney, including but not limited to whether the Agent is acting within the scope of his or her authority, whether your signature on the power of attorney is genuine, or whether the Agent’s authority has been revoked. By providing a power of attorney, you authorize us to follow the Agent’s instructions and agree that we are entitled to rely upon the Agent’s authority to act on your behalf without liability to you, except as otherwise provided by applicable law. 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 owner(s) is alive and that his or her powers have not been altered or terminated. Upon death of the account owner(s), the power of attorney loses all rights and privileges so long as the Bank is informed of the death.

Death or Incompetence – Upon the death or declared incompetence of an account owner, you agree to notify the Bank as soon as possible and update your account(s). We will continue to honor any checks, items, instructions, or transactions until: (i) we have been informed of the death or incompetency, and (ii) we have had a reasonable opportunity to act on that knowledge. We are not required to release funds or update your account(s) until we receive appropriate documentation from the account representative.

UTMA Accounts – This account is established under the Uniform Transfers to Minors Act (UTMA). For this type of account, the minor’s SSN/TIN is used for the Backup Withholding Certification. The funds are owned by the minor, but the account may only be accessed by the custodian for the benefit of the minor until the minor reaches the age of majority as defined by applicable state law. Upon the minor reaching the age of majority, as defined by state law, the custodian may direct the Bank to close the account and transfer the funds to the minor. It is the custodian’s responsibility to properly distribute the funds in the account upon the minor’s death or attainment of the age of majority.

Minor’s Trust Account – This account is established to hold money in trust for the benefit of the minor indicated as owner on the signature card. The trust funds shall be owned by the minor; however, the funds shall be managed for the benefit 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 manage the funds in the account for the benefit of the minor. The trust shall terminate once the minor reaches age eighteen (18) and either the minor or the trustee(s) removes the trustee(s) from the account. Funds in the account may be managed by depositing funds, withdrawing funds, or closing the account. Trustees may appoint additional trustees. Upon minor’s first action to manage the account, minor agrees to be bound by all 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 decease or be incapacitated before the minor attains age eighteen (18), the legal guardian of the minor shall be the successor trustee. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or minor, upon reaching contractual capacity, in their individual capacity and jointly severally, agree to indemnify and hold us harmless from and against any and all loss, 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 – 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, representative payee (rep payee), or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters. We reserve the right to require any documents we reasonably request to demonstrate appropriate authority in connection with opening a fiduciary account, including a trust, estate, guardianship or conservator or similar type of account, and we do not have to permit any changes to or withdrawals from the account until we receive all requested documents. The Bank has no fiduciary duty to you as the trustee, executor, guardian, custodian, or conservator, or to the beneficial owners of the account. We are not responsible for the actions of a fiduciary, including the misuse of funds.

Business, Organization, and Association Accounts – This is an account for a business entity. “Business Entity” means a corporation, limited liability company, partnership, or any other business, government, or organization. All signers represent that each has the authority to open and conduct business on this account on behalf of the Business Entity. We do not have to permit any changes to or withdrawals from the account until we receive all requested documents. We

reserve the right to require any documents we reasonably request to demonstrate appropriate authority in connection with opening an account for a Business Entity. We are authorized to rely on all resolutions, signature cards and other documents you deliver to us in connection with your account and the authority of all signers to initiate transactions on your account. Each signer is authorized to make withdrawals and write checks against the account, instruct us to close the account, and sign any agreements or documents relating to the account.

Overdrafts, Posting Order and Funds Availability

Overdrafts, Courtesy Cash, Courtesy Cash Plus, and Fees

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. An Insufficient Balance can result from an 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 transactions); 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 overdraw your account as part of our Courtesy Cash service (See “Courtesy Cash” section for more information on this service). However, we will only authorize and pay overdrafts for automated teller machine (“ATM”) transactions or debit card transactions if you specifically opted-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 overdraw your account(s) does not obligate us to do so later. You cannot rely on us to authorize or pay overdrafts on your account(s) regardless of how frequently or under what circumstances we have authorized or paid overdrafts on your account(s) 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(s) without notice to you.

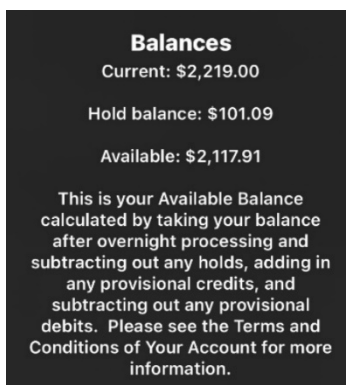
You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as our Ready Reserve overdraft protection line-of-credit (which is subject to credit approval); or our “Dynamic Transfer”, which is a service that automatically transfers available funds from another deposit 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 our Dynamic Transfer service, when an overdraft occurs we will first pull funds using Dynamic Transfer, then utilize your Ready Reserve line of credit, and then overdraw your account and charge fees pursuant to your Courtesy Cash or Courtesy Cash Plus selections. While fees may apply when you use one of these alternative protection services, the fees for the service may be less expensive than the fees for overdrafts incurred pursuant to your Courtesy Cash or Courtesy Cash Plus selections or returned items. For more information about these overdraft protection services, visit, call or write to us using the contact information at the end of this Agreement. Our Courtesy Cash Program is separate from these protection services.

Courtesy Cash – “Courtesy Cash” is when we authorize and pay overdrafts on automatic bill payments, recurring debit card transactions, Checks and/or other transactions made using your routing and account number information. “Courtesy Cash Plus” is when we also authorize and pay overdrafts on your ATM and everyday debit card transactions. 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, calling, or writing to us using the contact information at the end of this Agreement. 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 not be eligible for Courtesy Cash if you do not maintain your account(s) 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(s), or if you requested to opt-out of Courtesy Cash. Your account(s) is in good standing for Courtesy Cash consideration if your account is at a positive Available Balance after overnight processing is complete at least once every twenty-two (22) calendar days (including the payment of fees and charges); avoid excessive overdrafts; and have no legal orders, levies, or liens against your account(s). Even if your account(s) is in good standing, we authorize and pay overdrafts at our discretion. We reserve the right to limit participation, suspend, revoke, or discontinue Courtesy Cash without prior notice.

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 Posting Order of 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 you can see the administrative hold when viewing the balance details of a single account 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 any provisional credits, administrative holds, or provisional debit card transactions. Provisional means arranged or existing for the present, possibly to be changed, canceled, or expired; temporary and not permanent. During overnight processing, provisional debit card transactions are excluded from the Available Balance calculation, which may result in other items being paid. Once overnight processing is completed, the provisional debit card transactions are included back into the Available Balance calculation, unless the provisional debit card transaction has expired, or the debit card transaction is permanently paid. See example below of how these are displayed in online banking.



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 “Daily 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 into 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 unless the transaction was initiated during overnight processing. Note: While provisional debit card transactions immediately reduce your Available Balance, when determining whether to assess an overdraft fee, during overnight processing we exclude the amount(s) of any provisional debit card transaction from the Available Balance Calculation. Once the debit card transaction is processed by the merchant, the provisional debit card transaction is canceled, and the debit card transaction is presented for permanent payment. If the provisional debit card transaction is not processed by the merchant in a certain period of time, 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. The expiration of the provisional debit card transaction, the process outlined in the “Posting Order of Items Presented for Permanent Payment” section, and other related processes occur during overnight processing and may not be reflected in online banking or your statement. Overnight processing typically occurs between 9PM ET and 5AM ET on weekdays, your balances may not be updated during this time. Please check your balances outside of those times for more current information.

See examples below illustrating items that may be paid or returned, or may be assessed an overdraft fee(s) pursuant to your Courtesy Cash or Courtesy Cash Plus selections. Please note, these examples are provided for informational purposes only and may be impacted by other factors, including, but not limited to, your use of alternative overdraft protection services, history of overdraft occurrences, transaction amounts, or Courtesy Cash limits.

Example #1 (Courtesy Cash) – Assuming your account is enrolled in Courtesy Cash, on Friday, 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 (which creates an \$80 provisional debit card transaction), your Available Balance will be immediately reduced to \$0. Prior to overnight processing, the provisional debit card transaction is excluded from the Available Balance calculation, changing your Available Balance to \$80. Also, on Friday, during overnight processing, if Check #1 posts to your account for \$30, your

Available Balance will be reduced to \$50. Since the check was paid on a positive Available Balance, an overdraft fee was not charged. If the \$80 debit card transaction does not expire or is not permanently paid, the provisional debit card transaction is included back into the Available Balance calculation, changing your Available Balance to -\$30.

On Saturday and Sunday, no overnight processing occurs; and therefore, no transactions are presented for permanent payment. Since you made no additional debit card purchases, your Available Balance will remain -\$30 for both days.

On Monday, if not a holiday, your starting Available Balance will be -\$30 and if the provisional \$80 debit card purchase from Friday expires, the \$80 will be added back to your Available Balance, increasing it to \$50. On Tuesday, during overnight processing, if the debit card transaction from Friday is presented for permanent payment, the \$80 debit card transaction is deducted from your Available Balance reducing it to -\$30. Since the debit card transaction was authorized on a positive Available Balance, no overdraft fee would be assessed.

On Wednesday, if during overnight processing check #2 for \$500 is presented for payment and, as a result, an overdraft fee will be assessed (for this example, \$25¹), reducing your Available Balance to -\$555. However, at our discretion, or because your Available Balance exceeds the Courtesy Cash limit, if we do not honor the payment of check #2 and decline/return the item instead, on Thursday, the \$500 check will be added back to your Available Balance. The overdraft fee will be reimbursed, increasing your Available Balance back to the starting balance of -\$30 prior to the check being presented for payment. See a recap of this example in the below table.

| Day | Details | Transaction Amount | Available Balance |
|---|--|--------------------|-------------------|
| Friday | Starting Balance on Friday | | \$80 |
| | Provisional Debit Card Transaction | -\$80 | \$0 |
| During overnight processing (All may not be reflected in online banking) | Provisional Debit Card Transaction excluded from the Available Balance calculation | +\$80 | \$80 |
| | Check #1 | -\$30 | \$50 |
| | Provisional Debit Card Transaction is included bank into the Available Balance calculation | -\$80 | -\$30 |
| | End of Day Balance | | -\$30 |
| Saturday and Sunday | Starting Balance | | -\$30 |
| | End of Day Balance | | -\$30 |
| Monday | Starting Balance before overnight processing | | -\$30 |
| During overnight processing | Provisional Debit Card Transaction Expires | +\$80 | \$50 |
| | End of Day Balance | | \$50 |
| Tuesday | Starting Balance before overnight processing | | \$50 |
| During overnight processing | Debit Card Transaction is Presented for Permanent Payment | -\$80 | -\$30 |
| | End of Day Balance | | -\$30 |
| Wednesday | Starting Balance before overnight processing | | -\$30 |
| During overnight processing | Check #2 | -\$500 | -\$530 |
| | Overdraft Fee – Check #2 | -\$25 ¹ | -\$555 |
| | End of Day Balance | | -\$555 |
| Thursday | Starting Balance before overnight processing | | -\$555 |
| | Check #2 Returned ² | +\$500 | -\$55 |
| | Overdraft Fee Refunded – Check #2 | +\$25 ¹ | -\$30 |
| | End of Day Balance | | -\$30 |

Example #2 (Courtesy Cash Plus) – Assuming your account is enrolled in Courtesy Cash Plus, on Friday, if you have a starting Available Balance of \$80 in your account, and you go to the store and make a \$100 debit card purchase (which creates a \$100 provisional debit card transaction), your Available Balance will be immediately reduced to -\$20 because you have opted to have your ATM and debit card transactions paid with Courtesy Cash Plus. Prior to overnight processing, the provisional debit card transaction is excluded from the Available Balance calculation, changing your

Available Balance to \$80. Also, on Friday, during overnight processing, if Check #1 posts to your account for \$150, and, as a result, an overdraft fee will be assessed (for this example, \$25¹), your Available Balance will be reduced to -\$95. If the \$100 debit card transaction does not expire or is not permanently paid, the provisional debit card transaction is included back into the Available Balance calculation, changing your Available Balance to -\$195.

On Saturday and Sunday, no overnight processing occurs; and therefore, no transactions are presented for permanent payment. Since you made no additional debit card purchases, your Available Balance will remain -\$195 for both days.

On Monday, if not a holiday, your starting Available Balance will be -\$195 and if the provisional \$100 debit card purchase from Friday expires, the \$100 will be added back to your Available Balance, increasing it to -\$95. On Tuesday, during overnight processing, if the debit card transaction from Friday is presented for permanent payment, the \$100 debit card transaction is deducted from your Available Balance reducing it to -\$195. Since the debit card transaction was not authorized on a positive Available Balance, an overdraft fee would be assessed (for this example, \$25¹), reducing the Available Balance to -\$220.

On Wednesday, if during overnight processing check #2 for \$500 is presented for payment and, as a result, an overdraft fee will be assessed (for this example, \$25¹), reducing your Available Balance to -\$745. However, at our discretion, or because your Available Balance exceeds the Courtesy Cash limit, if we do not honor the payment of the check and decline/return the item instead, on Thursday, the \$500 check will be added back to your Available Balance. The overdraft fee will be reimbursed, increasing your Available Balance back to the starting balance of -\$220 prior to the check being presented for payment. See a recap of this example in the below table.

| Day | Details | Transaction Amount | Available Balance |
|---|---|--------------------|-------------------|
| Friday | Starting Balance on Friday | | \$80 |
| | Provisional Debit Card Transaction | -\$100 | -\$20 |
| During overnight processing (All may not be reflected in online banking) | Provisional Debit Card Transaction excluded from the Available Balance calculation | +\$100 | \$80 |
| | Check #1 | -\$150 | -\$70 |
| | Overdraft Fee – Check #1 | -\$25 ¹ | -\$95 |
| | Provisional Debit Card Transaction included bank into the Available Balance calculation | -\$100 | -\$195 |
| | End of Day Balance | | -\$195 |
| Saturday and Sunday | Starting Balance | | -\$195 |
| | End of Day Balance | | -\$195 |
| Monday | Starting Balance before overnight processing | | -\$195 |
| During overnight processing | Provisional Debit Card Transaction Expires | +\$100 | -\$95 |
| | End of Day Balance | | -\$95 |
| Tuesday | Starting Balance before overnight processing | | -\$95 |
| During overnight processing | Debit Card Transaction is Presented for Permanent Payment | -\$100 | -\$195 |
| | Overdraft Fee – Debit Card Transaction | -\$25 ¹ | -\$220 |
| | End of Day Balance | | -\$220 |
| Wednesday | Starting Balance before overnight processing | | -\$220 |
| During overnight processing | Check #2 | -\$500 | -\$720 |
| | Overdraft Fee – Check #2 | -\$25 ¹ | -\$745 |
| | End of Day Balance | | -\$745 |
| Thursday | Starting Balance before overnight processing | | -\$745 |
| | Check #2 Returned ² | +\$500 | -\$245 |
| | Overdraft Fee Refunded – Check #2 | +\$25 ¹ | -\$220 |
| | End of Day Balance | | -\$220 |

¹See the [Special Handling/Electronic Banking Disclosure of Charges](#) disclosure for current fee amount.

²Check #2 is returned at our discretion, or because your Available Balance exceeds the Courtesy Cash limit.

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. For your most up-to-date Available Balance information, you can log in to online banking, or visit or call us using the contact information at the end of this Agreement.

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 or no later than thirty (30) calendar days. 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.

Posting Order of Items Presented for Permanent Payment

The below provides information on how we pay items during overnight processing on the day they are presented for permanent payment to help you manage your account(s). Please note, this is intended to represent the most common types of items within each category and the Payment Order can affect the number of items returned unpaid or items paid as an overdraft (subject to applicable overdraft fees which are disclosed elsewhere, as are your rights to opt-in to overdraft services for ATM and everyday debit card transactions, if applicable) due to an Insufficient Balance.

Other items presented for permanent payment may post to your account(s) despite not being listed below. Items shown as pending will impact your Available Balance but are not guaranteed to post to your account(s) when presented for permanent payment.

Our policy is to pay items being presented for permanent payment in the following order.

| | |
|--------------------------------|--|
| Credits | Any deposits or credits we receive prior to the applicable cutoff times, such as, direct deposits, incoming transfers, check or cash deposits, etc. |
| Debits | <p>If multiple debits within an item type below are presented for permanent payment, they post in the following order by check number or, if no check number is available, from low to high dollar amount.</p> <ol style="list-style-type: none"> 1. Zelle® Pay transfers 2. Wire transfers 3. ATM withdrawals 4. Debit card transactions <ol style="list-style-type: none"> a) First, those authorized with a PIN (“Personal Identification Number”) b) Then, those authorized as a credit transaction c) Last, those authorized as a recurring debit card transaction 5. Funds transfers to another First Financial Bank account 6. In-person withdrawals at a Financial Center 7. Other automated payments/withdrawals (ACH debits) to a third party 8. Checks written by you |
| Service charges or fees | Service charges or fees owed by you to First Financial Bank, such as, monthly service charges or paper statement fees will post to your account last. Please note, some fees resulting from a specific transaction, such as ATM service charges or overdraft paid item fees, will post to your account at the time they are incurred. |

*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. Additionally, if returning item(s) presented for permanent payment, we do so in reverse order of the Payment Order listed here. Certain items that are authorized at the time of the provisional transaction are considered non-returnable. Examples of non-returnable items include ATM transactions and debit card transactions. See the “Overdrafts, Fees, Courtesy Cash, and Courtesy Cash Plus” section of this Agreement for information regarding your rights to opt-in to overdraft services on ATM and everyday debit card transactions (if applicable) and associated overdraft fees. 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.

Funds Availability Policy

This policy statement applies to “Transaction Accounts”, such as checking accounts, in addition to savings or money market 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.

Every day is a “Business Day”, except Saturdays, Sundays, and federal holidays. We determine when your deposit is received as follows: (i) If you make a deposit while we are open on a Business Day, during business hours, we will consider the deposit to be made that day; (ii) If you make a deposit after business hours, we will consider the deposit to be made on the next Business Day we are open; and (iii) If you make a deposit on a day we are not open, we will consider the deposit to be made on the next Business Day we are open.

| Type of deposit | Availability of funds |
|--|-----------------------|
| Cash – At Teller Line, ATM/ITM prior to 8:30pm ET | Same day |
| Electronic Items – Direct Deposits, Wire Transfers | Same Business Day |
| Checks, Money Orders, and Other Negotiable Items | Next Business Day |

***Additional circumstances (for example, potential fraud) may delay the availability of funds.**

Available funds may be withdrawn in cash and/or used to pay transactions/debits on your account(s). Even after we have made funds available for your use, you are still responsible for any problems involving your deposit.

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 already in your account, and you will be notified of the timing for the hold.

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy.

Longer Delays May Apply – In some cases, we will not make all of the funds that you deposit by check available to you on the next Business Day after the day of your deposit. The first \$275 of your deposits will be available on the same Business Day. 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.

If we are not going to make all of the funds from your deposit available on the next Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. 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 \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account(s) 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 seventh Business Day after the day of your deposit.

Special Rules for New Accounts – An account is considered a new account during the first thirty (30) calendar days after the account is opened. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds transferred to your account from another financial institution are subject to at least a 2-Business Day hold. Funds from deposits of cash, wire transfers, and the first \$6,725 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 your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 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 in person to one of our employees, the first \$6,725 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.

Accessing and Using Your Account

Deposits

The Bank, at our discretion, may accept, refuse, or place a hold on a deposit, or a part of a deposit, to your account at any time. All items, other than cash, accepted for deposit or collection are provisionally credited to your account subject to final payment and receipt of proceeds by us. This means that until the Bank has actually received the funds or until such items become final under applicable law, an item for deposit or collection can be returned and charged back to your account even if this causes your account to become overdrawn.

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 for any reason. You authorize us to attempt to collect previously returned or represented 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. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence. Each of you authorizes the 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.

We are not liable for deposits made to our depository box (including night deposit boxes) until we retrieve and process the deposit. 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), otherwise, we will rely on what the applicable image software we utilize captures. To process the deposit, we will verify and record the deposit, and credit the deposit to the 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.

We will treat and record all transactions on the next Business Day if they are received (i) after the applicable “Daily Cutoff Time” for your transaction, (ii) on a Saturday, or (iii) on a day we are not open for business. Inclement weather, natural disasters, computer, or electronic failures may also affect the banking day and business hours at any or all locations. Business Days and hours are posted at our branches and on our website and are subject to change from time to time at our discretion.

Withdrawals

Generally, unless otherwise disclosed, for savings and money market accounts you are limited to six transfers or withdrawals during any calendar month or statement cycle of at least four weeks. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. Any account owner or authorized individual, acting jointly or alone, who signs the signature card may withdrawal or transfer all or any part of the account balance at any time. If you withdraw cash from a branch, ATM, or other method and believe there is an error, you must inform the branch before leaving the premises. 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.

Certain account types may have monthly withdrawal limits and exceeding those limits could result in fees. If you repeatedly exceed the monthly withdrawal limitations on your account, in our discretion we may reclassify your account to another account type. If this occurs, you will be subject to the fees and rules of the new account. See the “Funds Availability Policy” section for information about when you can withdraw funds you deposit.

Check and Item Processing

Check Processing – We use automated check processing procedures and do not individually examine most checks. You agree that we can process checks based on the MICR data printed at the bottom of the check without individually examining the date, signatures, legends, or endorsements, and that we have exercised ordinary care if we examine only those checks that we have identified for review based on our internal criteria as it may be updated from time to time. You

agree that automated processing of your checks is reasonable and that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Check Cashing – We reserve the right to refuse to cash a check written to you. We will not cash checks for business accounts. You agree that we may charge a fee and require satisfactory identification as conditions to cashing a check written on your account for any payee. You also agree that we may refuse to pay any such check if the payee refuses to comply with either of these conditions.

Converting Checks to Electronic Debits – Under certain circumstances, your check information can be converted to electronic information by merchants, banks, or others. Merchants may use check information such as routing, account, and serial numbers to make an electronic presentation against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing. If you give information about your account (such as the routing number and account number) to a merchant, we may presume any debit initiated by the merchant to whom you gave the information is deemed authorized. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any Stop Payment Order you have placed on the check. Also, we shall have no liability to you for duplicate payments if a paper check and an electronic presentment are both presented to us for payment. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item(s) under applicable law, nor does it affect your legal rights to recover a duplicate payment from the merchant or other payee.

Remotely Created Checks – A remotely created check is created by the payee and not signed by the account owner. 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 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 could be issued in an amount greater than you authorized or used to issue additional remotely created checks that you have not authorized.

If you deposit a remotely created check, you guarantee it was authorized by the account owner for payment. You agree to indemnify us from all losses related to a claim that a remotely created check was not authorized by the persons on whose account it was drawn.

Stale-Dated and Post-dated Checks – We are not required to pay a stale-dated check (a check presented more than 6 months after its date of issuance), but we may pay any such check and charge it to your account. We are also not required to pay a post-dated check (a check dated in the future), but we may pay any such check and charge it to your account even if it is presented before the date stated on the check. We assume no liability for the payment of stale-dated or post-dated checks unless we receive a stop payment request as described in the “Stop Payments” section.

Endorsements – Be sure to properly endorse your checks and only use the area allowed for your endorsement. We may be unable to deposit your check if you have written your endorsement in the wrong area. If your check is missing an endorsement, we have the right to fill it in. However, we may refuse to accept a check, for example, if it has multiple endorsements (such as a check made payable to someone else and later signed over to you). If we need to investigate an improperly endorsed check or obtain an endorsement, we may place a hold on your account until we can resolve the matter.

Restrictive Legends or Endorsements – We are not required to honor any restrictive legend, endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. 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 60 days” or “not valid for more than \$2,000.00.”

For online banking mobile deposits, we recommend to restrictively endorse any item transmitted through our online banking app as “For mobile deposit at First Financial Bank only” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of our online banking app as we may establish from time to time. See our [Online Services User Agreement](#) for more information.

Signatures – We are authorized to accept any item appearing to be authorized by you.

Check Storage and Copies – You agree that we will not send you your canceled checks. You may request copies of canceled checks and additional fees may apply.

Truncation, Substitute Checks, and Other Check Images – You understand that we do not have to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act.

If we are presented with an item drawn against your account that would be a “Substitute Check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the “Substitute Checks and Your Rights” section for more information.

Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts as established by law or our policy (a “Stop Payment Order”). We may accept an order to stop payment on certain items from any account owner or authorized signer. Stop payments cannot be placed on debit card and point of sale transactions or items equivalent to cash such as cashier’s checks, money orders, wire transfers, etc. You should be aware that anyone holding the item(s) may be entitled to enforce payment against you despite the Stop Payment Order.

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 processed on the next Business Day. To be effective, your Stop Payment Order must precisely identify the check number (if applicable), date, the amount of the item, and the payee. **This information must be exact and correct. If it is not, we will not be responsible if the item is paid.** Your Stop Payment Order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a Stop Payment Order expires. For any stop payment, we may also require that you put your request in writing and get it to us within fourteen (14) days after your telephone call.

You will be responsible for any damages or expenses due to the stop payment, including, but not limited to, attorneys’ fees. See the [Special Handling/Electronic Banking Disclosure of Charges](#) for information about when fees will be charged and the amounts of those fees. You assign to us all rights against the payee or any other holder of the item(s). You agree to cooperate with us in any legal actions that we may take against such persons.

Wire Transfers

The following terms will apply unless you have entered into a separate wire transfer agreement with us, in which case that separate agreement will govern to the extent of any inconsistency with the terms below. Wire transfers are not Electronic Fund Transfers and are not governed by the “Electronic Fund Transfers – Your Rights and Responsibilities” section of this Agreement.

Customer’s Payment Order – You are solely responsible for the content of each wire transfer request and the accuracy and completeness of the information contained therein. We will rely on the information contained in the wire transfer request in carrying out your instructions, which shall be deemed your “Payment Order” as defined in Article 4A of the Uniform Commercial Code as enacted under the applicable Governing Law (the “UCC”). No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by us. We may in our sole discretion, but are not obligated to, require evidence of the authority of the person submitting the Payment Order to act for the named customer before accepting it for processing.

Definitions – Certain terms used in this “Wire Transfers” section have the same meanings as defined in the UCC. A “Funds Transfer” is the process of carrying out a Payment Order that leads to paying a Beneficiary. Wire transfers are a type of Funds Transfer. The “Beneficiary” is the person or business who receives the payment. A “Remittance Transfer” is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a Beneficiary in a foreign country. Remittance Transfers are also governed by the Electronic Funds Transfer Act. You have certain rights in connection with Remittance Transfers, which will be explained at the time you initiate a Remittance Transfer.

Inconsistent Name and Numbers – You agree that we, and any bank or intermediary involved in processing your Payment Order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the Beneficiary or bank which may also appear in the Payment Order, even if the number identifies a person different than the named Beneficiary or bank. If you provide an incorrect account number or

bank identifier for the recipient, the Funds Transfer may be misdirected, resulting in the loss of funds. We have no obligation to detect errors and no liability for any incorrect or missing information in your Payment Order.

Security Procedures – We offer certain security procedures for wire transfers, including a call back or verification of the Payment Order. Some elements of the security procedures will vary depending on the method you use to initiate a wire transfer. Your submission of a Payment Order constitutes your agreement that our security procedures are sufficient and commercially reasonable. You understand that our security procedures are used to verify the authenticity of your Payment Order, and not to detect errors in or prevent duplicative Payment Orders. You agree that we are not obligated to accept any Payment Order that is communicated to us other than in compliance with our approved methods and procedures and we are not liable for refusing to act on a Payment Order that we do not accept. You further agree that any Payment Order that we act on in good faith in compliance with our security procedures, whether or not in fact authorized by you, will constitute an authorized Funds Transfer.

Rejection of Funds Transfer – We may in our sole discretion refuse to accept a Payment Order, including when there are insufficient funds in the account, or the Payment Order fails our security procedures, or we are otherwise unable to verify its authenticity. If we decide not to accept a Payment Order, we will attempt to notify you, but we shall have no liability for delay or failure to do so. We will also attempt to notify you if a Funds Transfer is returned to us after its execution but shall have no liability by reason of our delay or failure to do so. We are not obligated to re-send a Funds Transfer that is returned to us if we complied with the original Payment Order.

Fees, Payment of Funds Transfer – We may charge fees for sending or receiving a wire transfer, which may be deducted from your account or from the amount of the wire transfer. See the [Special Handling/Electronic Banking Disclosure of Charges](#) for information about when fees will be charged and the amounts of those fees. Other banks involved in the Funds Transfer may also charge fees. We are authorized to debit your account for the U.S. dollar amount of the transfer at the time we process the Payment Order. If the Beneficiary's bank is instructed to pay in a currency other than its local currency, payment will be made pursuant to that the bank's policies and you are responsible for any effects of such payment. For Remittance Transfers, we will provide certain required fee and payment disclosures at the time of initiation.

Cut-off Times – We have cut-off times for processing Payment Orders, which may vary depending on the location, method used to initiate the Payment Order, and the funds transfer system used to process your transaction. Payment Orders received after the applicable cut-off time will typically be treated as if they were received the next Business Day.

Cancellation or Amendment of Payment Orders – With respect to Remittance Transfers, you have thirty (30) minutes to request us to amend or cancel the Payment Order. For all other transactions, we have no obligation to amend or cancel a Payment Order after it has been submitted by you. If you make a verifiable request to cancel or amend its Payment Order in accordance with our procedures, we may make a reasonable effort to act on your request; provided the Payment Order has not been executed and there is a reasonable amount of time to act on your request. We shall have no liability whatsoever if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs, and expenses we may incur in attempting to cancel or amend the Payment Order.

Notice of Errors – You agree that all Funds Transfers will be reflected on your periodic statement and we are not required to provide you with a separate notice of incoming or outgoing Funds Transfers. You should review your statement promptly for any discrepancies, unauthorized transactions, or errors in connection with any Funds Transfers (each, an "Error"). You must contact us in writing upon the earlier of: (i) your discovery of any Error, or (ii) within fourteen (14) days from the date your statement showing the Error is made available to you. If you fail to notify us of an Error within that time period, we will have no obligation to pay interest on the amount of an unauthorized or erroneous Funds Transfers for which we are liable. Furthermore, you will also be liable to us for any losses we may incur as a result of your failure to notify us within the time period set forth herein. The terms of this "Notice of Errors" section do not apply to Remittance Transfers. For Remittance Transfers, we will provide the applicable disclosures at the time of initiation.

Compliance with Applicable Laws, System Rules – You represent and agree that all Payment Orders are for lawful purposes and comply with all applicable laws, including those relating to foreign asset control, funding of terrorism and anti-money laundering. All Payment Orders are subject to Article 4A of the UCC under the applicable Governing Law and to the rules then in effect for the funds transfer system in which we participate and the Payment Order is made, such as Fedwire or SWIFT. We may select any funds transfer system, intermediary bank or means of transmittal to send your Payment Orders. In addition, Remittance Transfers are subject to the applicable provisions of the Electronic Funds Transfer Act and Regulation E.

Limitation of Liability and Indemnification – You expressly agree that we are only liable for direct actual damages and only to the extent damages are recoverable under the UCC, as varied by this “Wire Transfers” section. Our obligation for services outside the scope of the UCC is limited to the exercise of reasonable and ordinary care. We shall not be liable for any Errors or delays on the part of any third party, including without limitation, third parties used by us in executing a Payment Order or performing a related act due to any cause other than our failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be our agent. We shall not be liable for our refusal to honor any Payment Order if, in good faith, we are unable to satisfy ourselves that such Payment Order is valid, based upon adherence to procedures. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXCEPT AS MAY BE OTHERWISE PROVIDED BY APPLICABLE LAW, EVEN IF WE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except as may be limited by applicable law, you agree to indemnify and hold us harmless from and against all losses arising out of, or in connection with, the services provided by us or actions otherwise pursuant to your Payment Orders except where we are grossly negligent or engaged in willful misconduct. With respect to Remittance Transfers, the terms of this “Limitation of Liability and Indemnification” section are limited to the extent required by Regulation E, Subpart B.

ACH Transactions

ACH Credits and Debits; NACHA Rules – When we receive ACH credits or debits to your account, we are authorized to debit or credit your account accordingly and you agree to be bound by the [National Automated Clearing House Association](#) (NACHA) Operating Rules (“NACHA Rules”). You agree that we may rely on the representations and warranties contained in the NACHA Rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

Notice of Funds Transfer – Your periodic statement will serve as notice of any ACH credits or debits to your account. You agree that we are not required to provide any other notice to you of receipt of Funds Transfers. You must review your statement and immediately notify us of any unauthorized ACH entries to your account so they can be returned in a timely manner.

ACH Provisional Payment Rule – You agree that any ACH credits to your account are provisional until we receive final payment. If we receive a demand for reimbursement from any payor of an ACH credit to your account, we are entitled to charge your account for the amount of that claim.

Business Accounts – You agree that if you ask us to submit an ACH return entry in connection with any unauthorized or erroneous ACH debit posted to your account, the originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the NACHA Rules. You understand and acknowledge that we may not be able to recover your funds if you notify us outside the NACHA Rules time frames. If you notify us after 5:00PM ET or on a day we are not open, we will consider notification of that dispute having been submitted on the next business day we are open. In some cases, your claim may not be honored, and you could incur a loss.

Managing and Monitoring Your Account

Account Statements

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries – You agree to carefully examine your account statements. If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, or forgeries, you must immediately notify us of the relevant facts. You must notify us within thirty (30) days after we mail or otherwise make your statement available of any discrepancy or error on your statement. This includes, but is not limited to, any unauthorized or altered check on your statement, any errors on your statement, or items that may have been forged or counterfeit. Further, you must also notify us within thirty (30) days if you fail to receive a scheduled statement. Moreover, the 30-day limitation is a maximum and such time frame may be reduced depending on the circumstances.

Since you are in the best position to prevent and discover an unauthorized transaction or error, you agree that we will not be liable if: (i) you did not exercise ordinary care in examining your statement; (ii) we did not receive timely notice of a discrepancy, error, or unauthorized transaction; or (iii) the items were forged, counterfeited, or altered in a manner such that a reasonable person could not detect it. In addition, if you fail to report an unauthorized transaction within 30 days as provided herein, the Bank will not be liable to you for any subsequent unauthorized transactions on your account(s). You assume all liability for unauthorized signatures produced by an electronic signature device or stamp. The 30-day notice

requirement described herein does not limit our rights to attempt to collect on unauthorized or altered checks from other banks, clearing organization, or other party or otherwise attempt recovery from any party.

Your Duty to Report Other Errors or Problems – In addition to your duty to review your statements for unauthorized signatures, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem. 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Failure to provide notice within 60 days excludes 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, Substitute Checks, or Wire Transfers – See the “Electronic Fund Transfers – Your Rights and Responsibilities” section and sub-sections on consumer liability and error resolution. See the “Substitute Checks and Your Rights” section for information regarding errors with a substitute check(s) you received. See the “Wire Transfers” section and sub-section “Notice of Errors” for information regarding Wire Transfers.

Claim of Loss from Forgery, Alteration, Unauthorized Withdraw, or Errors on Your Account Statement – If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss. For all errors, you must provide us with all information we need to investigate the alleged error or item including but not limited to the circumstances surrounding the loss. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the check or errors. 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. You will pursue your rights or, at our option, assign them to 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.

The above rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in the “Electronic Fund Transfers – Your Rights and Responsibilities” section of this Agreement.

Account Security

Authorizing and Protecting Your Security Credentials – You agree to keep confidential all account and personal identification information, passwords, access codes, card numbers, PINs, and other security devices necessary for us to provide you banking services (collectively, “Security Credentials”). You agree not to give or make available Security Credentials to anyone you do not wish to access your accounts. If you believe that Security Credentials have been lost or stolen, that someone may attempt to use your accounts without your consent, or that someone has transferred money without your permission, you must notify us as soon as possible but no later than 2 business days. As transactions are processed through electronic channels anyone who obtains your Security Credentials could use them to withdrawal or transact on your account(s) swiftly with or without your permission.

Access Devices – If you furnish your “Access Device” (including, but not limited to, your cell phone, debit/ATM card, blank checks, online banking credentials) and provide actual authority to conduct transaction who then exceeds that authority, you will be liable for the transactions unless we have been notified that transactions by that person are no longer authorized and we have had reasonable time to act.

You must also take precaution in safeguarding your Access Devices. Notify us at once if you think your Access Devices have been lost, stolen, or otherwise compromised. As between you and us, if you are negligent in safeguarding your Access Device, 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.

Touch Authentication and Facial Recognition Authentication – If available through your Access Device, we will allow you the option to authenticate into online banking using Touch Authentication or Facial Recognition Authentication

(collectively “Biometric Authentication”) in place of your login ID and password. See the [Online Services User Agreement](#) disclosure for additional information on enrollment.

Fraud Prevention Services – The Bank offers products, services, and tools for business accounts designed to mitigate your risk of loss due to unauthorized transactions and/or fraud. You agree that if you reject those services, you will be responsible for any fraudulent or unauthorized transactions, whether authorized or not, which could have been prevented by the services we offered. You will not 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. 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.

Account Maintenance

Account Transfer – Accounts are not transferable except as otherwise agreed in writing. You may not grant or assign any of your rights to your account(s) without our written consent.

Reclamations – If we have to reimburse the payer for funds deposited into your account, we may deduct that amount from any account(s) you have with us. We do not have to notify you first, unless required by law. This reimbursement may be processed even if you have closed your account(s).

Setoff and Security Interest – Any obligation may be charged to any deposit account in your name or any joint owners’ name, and you hereby grant us a security interest in your accounts with us to secure the obligations, regardless of the amount of contribution by you to such account(s). You agree that the security interest you granted to us hereunder is consensual and is in addition to our common law right of setoff. You also grant us the right to setoff against any and all funds in your account(s) to pay any obligation owed by you. You acknowledge that the obligations that are secured by our security interest and setoff rights granted hereby include all present and future obligations owed by you to us. You agree that we may act in accordance with instructions received from within First Financial Bank and all its affiliates, subsidiaries, successors, and assigns regarding disposition of any funds in your accounts without any further consent or action by you. We may exercise our right of setoff and its security interest without recourse to other collateral, if any, and even if such action causes you to lose interest, have transactions drawn on your account returned, incur an early withdrawal penalty or any other consequence. If your account is used solely for social security funds, 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. If we exercise our rights hereunder, we will notify you to the extent required by applicable law. Our right of setoff and security interest may not apply to your account(s) to the extent expressly prohibited by applicable law.

Dormant Accounts – Dormancy occurs when an account has not had any client generated activity for a certain period of time as defined by state-specific law. Notice of dormancy will be provided and a dormant account fee will be assessed monthly as applicable. See the [Special Handling/Electronic Banking Disclosure of Charges](#) for current fee amount. We are required by law to report and turn over such unclaimed property to the state on an annual basis. If funds are turned over to the state, you can reclaim them through the state’s process as we no longer have access to the funds.

Features of Certain Accounts – Certain NOW and demand deposit sweep accounts consist of two subaccounts: 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 subaccount 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.

Account Closures – Items presented for payment after the account(s) is closed may be rejected. Before the account(s) is closed, you are responsible for leaving enough money in the account(s) to cover any outstanding items or obligations to be paid from the account(s). After your account(s) is closed, we may temporarily reopen your account(s) to resolve a dispute concerning the account(s), or to accept a debit or credit to your account(s), even if doing so results in your account(s) becoming overdrawn. If we temporarily reopen your account(s), we may exercise our discretion to return any debit or credit that is received to your account(s) while your account(s) is temporarily reopened.

Alternatively, if we receive a debit or credit to your account(s) after it is closed, we may, in our sole discretion, return to the payee any debit or return to the originator any additional deposits or electronic credits (including, but not limited to, Social Security, pension payments and automatic payroll deposits), and you will be liable for any associated charges.

We may also close the account(s) at any time upon reasonable notice to you and tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account(s), we might immediately freeze or close your account(s) and then notify you.

Notice of Negative Information – We may report information about your account(s) to credit bureaus or nationwide consumer reporting agencies. If the account(s) is jointly held, we may also report information to credit bureaus about any joint owner(s). Late payments, missed payments, fraud, or other defaults on your account(s) may be reflected in your credit report.

Electronic Fund Transfers – Your Rights and Responsibilities

This section applies to any electronic Funds Transfer to or from a personal account. This section does not apply to business accounts, wire transfers, or other Funds Transfers that are not subject to Regulation E, Subpart A.

Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers, transfers initiated through a personal computer, transfers initiated through a “mobile wallet” (includes transactions initiated through a smart phone or other mobile device), and transfers initiated by third parties.

Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to initiate an electronic fund transfer from your account using information from the check you provide to the third party. This may occur at the point of sale, when you send a check by mail, or deliver a check to a third party’s lockbox location. In addition, an electronic fund transfer may be initiated to collect a fee if your check or electronic fund transfer is returned or declined for insufficient funds. Your authorization for such transfers can occur in a number of ways. See the “Limitations on Frequency of Transfers” section for information regarding limitations that may apply to savings accounts.

You may perform the following types of transactions. Some of these services may not be available with every Access Device, or at every electronic terminal, and may be subject to restrictions contained in the agreement provided with that particular Access Device.

- Account inquiry
- Withdraw cash from your designated deposit accounts
- Make deposits to your designated deposit accounts
- Transfer funds between your designated deposit accounts and line-of-credit accounts
- Make payments on designated line-of-credit accounts from designated deposit accounts
- Pay for purchases at merchants who have agreed to accept the Access Device, or otherwise initiate electronic fund transfers to pay for purchases
- Electronically pay bills directly from your designated deposit accounts
- Make an electronic payment from your designated deposit accounts using information from your check
- Make purchases and payments from a “mobile wallet”

Excessive withdrawals and transfers are subject to fees as disclosed in the “Limitations on Frequency of Transfers” section.

Telephone Transfers – You may access your account(s) by telephone 24 hours a day using your PIN, a touch tone phone, and your account number(s).

ATM Transfers and Dollar Limitations – You may access your account(s) by ATM using your ATM card and PIN or Visa® Debit Card and PIN, to withdrawal no more than \$1,010.00 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. Changes to the default limits described above can be requested by visiting or calling us using the contact information at the end of this Agreement. Requests for limit increases will be reviewed and either granted or declined at our discretion. See the Debit Card Terms

and Conditions disclosure provided with your debit card for more information. See the “Limitations on Frequency of Transfers” section for information 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(s) 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 restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

Limitations on Frequency of Transfers – In addition to those limitations on transfers elsewhere described, transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, or similar order to third parties may be limited to six per calendar month or statement cycle of at least four weeks.

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 third-party network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). See the [Special Handling/Electronic Banking Disclosure of Charges](#) for information regarding other charges.

Documentation –

- **ATM transfers** – You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal.
- **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 visit or call us using the contact information at the end of this Agreement 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.
 - See the [Special Handling/Electronic Banking Disclosure of Charges](#) for information 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:
 - Visit, call or write to us using the contact information at the end of this Agreement in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made.
 - See the [Special Handling/Electronic Banking Disclosure of Charges](#) for information regarding 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 you are going 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 do so, we will be liable for your losses or damages.

Financial Institution's Liability – If we do not complete a transaction 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. The liability for failure to stop payment on an item, improperly dishonoring or paying an item, or for any deposits not properly credited or withdrawals not properly debited, will be limited to the face value of the item.

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 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 prevent the transfer, despite reasonable precautions that we have taken. Such circumstances include but are not limited to natural disasters; emergency conditions; power failure; global pandemic; strike or stoppage of labor; a legal constraint or government shutdown; acts of God; acts of terrorism; the breakdown or failure of our equipment, any communication or transmission facilities, or any mail or courier service; potential violation of any regulation, rule or requirement of any government authority; suspension of payments by another bank; or your acts, omissions, negligence or fault.
- There may be other exceptions stated in our Agreement with you.

Confidentiality – We will disclose information to third parties about your account(s) or the transactions you make:

- where it is necessary for completing transactions; or
- in order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the separate [Privacy Notice](#) available at www.bankatfirst.com.

Unauthorized Transfers –

Consumer liability – Tell us AT ONCE if you believe your card and/or PIN 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 possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

- If you tell us within 2 Business Days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.
- If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.
- Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, tell us at once.
- If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.
- Additional Limit on Liability for Visa® Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa® or Plus networks, or to transactions using your PIN which are not processed by Visa®. Visa® is a registered trademark of Visa® International Service Association.

Contact in event of unauthorized transfer – If you believe your card and/or PIN has been lost or stolen, call or write to us using the contact information at the end of this Agreement. You should also call or write to us using the contact information at the end of this Agreement 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 to us using the contact information at the end of this Agreement, 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.

- Tell us your name and account number (if any).
- 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.
- 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®) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days 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®) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and any provisional credit previously provided may be debited.

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 laws 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, call or write us using the contact information at the end of this Agreement.

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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. 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.

Applicability and Effectiveness of this Agreement

Notice to Us – Any written notice that you give to us is effective when we have actually received it at the designated address or specific delivery instructions provided and have a reasonable opportunity to act upon it.

Name or Contact Information Changes – You are responsible for notifying us of any change in your name or contact information, including, but not limited to, phone number, home and/or mailing address, or email address. Unless we agree otherwise, change of name or contact information must be made by at least one of the account holders, or by any other means we deem appropriate. We will attempt to communicate with you only by use of the most recent home and/or mailing address or email address (if opted in to eDelivery) you have provided to us. We shall not be responsible for any delays, errors, deletions, or failures that occur as a result of invalid/out-of-date name or contact information.

Notice to You – Written notice we give you is effective when it is mailed with proper postage to the mailing address we have on file or by other acceptable delivery methods if you have agreed to accept notice(s) electronically. Notice to any account holder is notice to all account holders.

Waiver of Notices – To the extent permitted by law, you 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

Telephone Calls – Monitoring, Recording, and Consent to Receive Communications – We will treat personal information about you and your account(s) in accordance with our [Privacy Notice](#). You agree to cooperate with us in any recordkeeping and reporting which we believe necessary to fulfill government requirements. You consent that any phone call with us may be monitored or recorded by us. To the extent permitted by applicable law, you consent by providing telephone number(s) to us, now or at any later time, you authorize us, and our affiliates and designees to contact you regarding your account(s) with us, and our affiliates at such numbers using any means, including, but not limited to, placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. 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.

Amendments – We may change any term of this Agreement. Rules governing changes in interest rates are provided in the Truth-in-Savings disclosure information or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. If we have notified you of a change in any term of your account(s) and you continue to have your account(s) after the effective date of the change, you have agreed to the new term(s).

Your Liability – You agree (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 [Special Handling/Electronic Banking Disclosure of Charges](#). You authorize us 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.

You also agree 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. 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. To the extent permitted by law, whether incurred as a result of a dispute or of collection, you will be liable for our costs and reasonable attorneys' fees. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

Governing Law – Your account(s) is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where your account(s) is located "Governing Law". We determine where your account(s) is located as follows:

- If you opened your account(s) in person, the applicable law will be the state where you opened it;
- If you opened your account(s) by telephone, mail, online or other remote means, and you resided in a state where we had branch offices at the time of account opening, the applicable law will be that state; or
- If you reside anywhere other than a state where we have a branch office, your account(s) is deemed to be located in Ohio and the applicable state law will be Ohio.

Additionally, the account(s) is subject to the UCC, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time. You and the Bank shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account(s) without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.

Legal Processes Affecting Your Account – If an account or account funds become involved in any dispute or legal proceedings, including, but not limited to, disputes or proceedings challenging the ownership or custody of the account and/or the ownership or custody of account funds, the use of the account may be restricted. Should we be served with any legal process which affects an account, we may, without liability suspend payment on any account(s) which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the legal proceeding, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of customers, or other mistake.

In the event that we are brought into or must initiate any legal proceedings in regard to an account and/or account funds, including, but not limited to, the collection of overdrafts, you agree to reimburse us to the extent allowed by applicable law for any attorneys' fees which we may incur. We may also, at our option, pay the funds to the clerk of an appropriate court, so that the court may decide who owns or controls the money. If we do so, we will ask the court to award our attorneys' fees to us from the account.

Should we be served with garnishment in the name or names of any joint owner, each of you agrees that our remittance of any amounts constitutes an authorized withdrawal as provided herein. We shall not be liable for any damages to you by reason thereof, providing we shall have acted in good faith.

Attachments, garnishments, levies, and similar orders shall be subject to fees assessed by us and to our security interest and right of set off. You acknowledge and agree we may collect fees associated with the processing of these orders from your account(s) for a period of up to six months. If we incur any expenses, including administrative costs and reasonable attorney fees, in responding to an attachment, garnishment or other levy that are not otherwise reimbursed, we may charge such expenses to your account without prior notice to you.

Contacting First Financial Bank:



Call us:

Client First Center (Main Contact #)

877-322-9530

Mon-Fri: 8:00 AM – 8:00 PM ET

Saturday: 8:00 AM – 5:00 PM ET

Automated account access is available 24/7.

Business Service Center

866-604-7946

Mon-Fri: 7:00 AM – 7:00 PM ET

For Account and Online Banking inquiries: 877-322-9530

For information on Overdraft Protection services: 877-322-9530

For suspected Fraud or Identity Theft: 877-322-9530

For ATM and Debit Card inquiries: 833-347-7805

To report a Lost/Stolen Card after hours: 855-898-7288

Visit us:

Visit our website

www.bankatfirst.com

Visit a Financial Center

Find your local team at www.bankatfirst.com/locations

Write us:

For Account Inquiries, Online Banking Inquiries and Disputes, write to:

First Financial Bank
Attention: Client First Center
225 Pictoria Dr. Ste. 600
Cincinnati, OH 45246

For ATM and Debit Card Inquiries, write to:

First Financial Bank
Attention: ATM and Card Services
225 Pictoria Dr. Ste. 600
Cincinnati, OH 45246

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, write to:

First Financial Bank
Attention: Client First Center
225 Pictoria Dr. Ste. 600
Cincinnati, OH 45246

For all other written correspondence, write to:

First Financial Bank
Attention: Client First Center
225 Pictoria Dr. Ste. 600
Cincinnati, OH 45246

We encourage anyone requiring additional assistance to contact us to determine if any alternative communication methods or accessibility services are available.