

First Financial Bank MyCard Caddy™ Mobile Application

Terms and Conditions

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions (“Terms”) carefully. These terms together with our Privacy Policy, and the product specific terms and conditions (which are available at www.bankatfirst.com) govern our relationship with you in relation to your use of the First Financial Bank MyCard Caddy Application (“MyCard Caddy”). If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 877-322-9530 before continuing.

1.2 You may have other rights granted by law, and these Terms do not affect such rights.

2. OUR DETAILS

2.1 We are First Financial Bank (herein referred to as “First Financial Bank” or “we” or “us”). Our main office is at 255 East Fifth St., Suite 700, Cincinnati, Ohio 45202.

2.2 You can contact us by telephone at 877-322-9530.

3. USE OF MYCARD CADDY

3.1 To be eligible to register for the MyCard Caddy you must be over 18 years old and a resident in the United States. In addition, you must have the following:

3.1.1 A VISA® prepaid, debit or credit card with us;

3.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator;

3.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: smart phone with the ability to support a downloadable application (e.g. iPhone and Android); a mobile device with internet browsing (mobile web) capability; have at least 64Kb of free memory; be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.4 To receive SMS (Text) Alerts only from First Financial Bank or MyCard Caddy, the minimum device requirements are less. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.5 A postal address within the U.S.;

3.2 You can only register a participating First Financial Bank VISA prepaid, debit or credit card that you are lawfully entitled to use.

3.3 MyCard Caddy Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer unless otherwise disclosed by First Financial Bank. Please refer to your card agreement or the First Financial Bank Special Handling/Electronic Banking Disclosure of Charges specific to your applicable prepaid, debit or credit card, and provided to you by First Financial Bank with regards to fees.

3.4 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 877-322-9530.

4.2 When you submit your registration, you are requesting to subscribe to First Financial Bank's MyCard Caddy. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the criteria listed above. If there is incorrect information entered, registration may not be completed. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your VISA prepaid, debit, or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card(s) will be activated for the MyCard Caddy use.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the MyCard Caddy. You must keep this passcode safe and not disclose it to anyone.

4.5 Please refer to your applicable VISA debit, credit, or prepaid card agreement or the terms and conditions for information on your liability for unauthorized activity to your account(s).

5. THE FIRST FINANCIAL BANK MYCARD CADDY SERVICE

5.1 MyCard Caddy provided by First Financial Bank is a service that gives you access to account information. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of MyCard Caddy may include, depending on your type of VISA debit, credit, or prepaid card(s), the following:

5.2.1 Transaction history;

5.2.2 Transfers between accounts associated with your registered card(s) (e.g. to your prepaid card);

5.2.3 Alerts;

5.2.4 Mobile Location Confirmation Service (also known as "Location Match"); and

5.2.5 Card Controls (e.g. Suspension).

5.3 MyCard Caddy is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 Further you acknowledge that we may withdraw all or part of the Services without notice.

5.5 To the extent that you may use MyCard Caddy as a mobile wallet, if additional verification is required to add your card to this digital wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply. One message per user. Message and data rates may apply. The mobile carriers are not liable for delayed or undelivered messages.

5.6 Circumstances exist where card controls may not work and may be ineffective at prohibiting the transaction; in particular, transactions where Visa or FFB may not see authorization requests. Examples

of where VISA or FFB may not see authorization requests include transactions below a merchant's floor limit, EMV offline approved transactions, or non-VISA networks perform stand-in processing.

6. AUTHORITY

6.1 You authorize First Financial Bank and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.

6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit MyCard Caddy. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto MyCard Caddy.

7.6 You acknowledge that you are responsible for all transactions carried out using MyCard Caddy on your mobile phone, which may include but not be limited to the payment of fees or other charges.

8. ALERTS

8.1 The alerts are subject to the terms and conditions of your Internet service provider or mobile carrier. You agree to receive alerts via email as well as text messages to your mobile phone using an automated dialing system. You agree that your communication services provider is acting as your agent in this capacity.

8.2 We may send messages to you at any telephone number, e-mail address or other delivery location (including wireless (mobile/cell phone) numbers) that you give to us or that we have for you or your account using any technology available including, but not limited, prerecorded/artificial voice messages and/or automatic telephone dialing systems. Such alerts include, but are not limited to:

- Transaction Threshold Alerts;
- Decline Alerts;
- Card Not Present Alerts;
- ATM Withdraw Alerts;
- International Transaction Alerts;

- Gas Station Alerts;

8.3 Texts and alerts may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through Alerts or Texts and not to let any unauthorized person have access to the information we provide to you.

8.4 Account alerts are for informational purposes only and not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

8.5 Message frequency depends on user preferences and account activity but may be delayed, undelivered or otherwise impacted by factor(s) pertaining to your Internet service provider(s), phone carriers or other parties and we do not guarantee the delivery of messages or the accuracy of the information contained in the messages. We cannot guarantee timing or receipt of the alert, as this may be affected by forces outside of our control. In the event that an alert is delayed, or not received, we are not responsible for any related impacts.

8.6 We will not be liable for losses or damages arising from: (1) any disclosure of account information to third parties; (2) non-delivery, delayed delivery, misdirected delivery or mishandling of the messages; (3) inaccurate content in the messages; or (4) your reliance or use of the information in the messages.

8.7 You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your applicable account is closed.

8.8 In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a message confirming that you have elected to cancel. For help or information on these products, send HELP to 446622. You will never receive a message from us that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 1-877-322-9530 to report the incident. For additional assistance, contact customer service at 1-877-322-9530.

9. MOBILE LOCATION CONFIRMATION SERVICE

9.1 The Service: The Mobile Location Confirmation service ("MLC") helps to reduce the likelihood that FFB or our service providers will mistakenly decline a transaction when you are transacting outside your normal purchasing areas. MLC uses location updates sent by your mobile device to help us know the difference between fraud and legitimate transactions. Once you enroll, your device will send location updates anytime you are connected to a cell or Wi-Fi network and location services are turned on for your device.

9.2 Enrollment and Un-Enrollment: You may choose to enroll or un-enroll one or more cards at any time by using MyCard Caddy. If you un-enroll a card but keep another card enrolled, then location updates will continue to be sent from your device, but we will only use your device's location data in connection with the card(s) remaining enrolled. If no cards are enrolled, your device will not send any location updates in conjunction with MLC. If you choose to un-enroll from MLC, it will not turn off any other location based service offered through MyCard Caddy. If the account number of your MLC-enrolled card is lost, stolen, or expires, you can request the replacement card be added to MyCard Caddy from the menu on the application.

9.3 Geo-Location Updates: When you enroll in MLC, you agree to allow your mobile device to automatically send location updates. Each location update contains a unique device identifier generated by your card issuer, a timestamp, the event that triggered the location update such as a cell tower

change or connection to a Wi-Fi network, and latitude and longitude which represents the approximate location of your mobile device. This approximate location may be derived from the location of the cell phone tower to which your device is connected, the locations of Wi-Fi networks in the area of your device, or the location of your device. On occasion, if you have GPS turned on, your device's GPS coordinates may be sent. Location updates sent from your device will not distinguish whether the location sent was of a cell tower, Wi-Fi connection point, or an individual device. The location are sent to us and to one or more vendors who help to provide MLC and are contractually obligated to follow our policies.

9.4 Frequency: Your device may send a location update each time your mobile device either switches from one cell tower to another or connects to a Wi-Fi network. To reduce the number of location updates sent from the device, the application automatically filters out certain updates. Which updates are filtered depends on the movement of the device, the amount of time since the last location update, and whether or not a "Home Area" has been established for the device.

9.5 Home Area: After you enroll, it takes two weeks to establish the Home Area of your device. This Home Area is a circular region with a 50 mile radius centered around where your mobile device is most commonly located. As long as your device remains within the Home Area, location updates will generally be sent no more than once every 24 hours. If your Home Area is not yet defined, if your Home Area is being re-validated, or if your device is outside of the Home Area, location updates will be sent more frequently, particularly when the device is in transit. Your Home Area will be re-validated once every 6 months or if you do not return to your previously defined Home Area after more than 30 days. If you un-enroll in MLC through your mobile app, your Home Area will be purged. If you later re-enroll, it will be necessary to re-establish a Home Area. If your mobile device is most typically located less than 50 miles from a national border, your Home Area will have a radius of less than 50 miles, with the radius equaling the distance to the national border.

9.6 Limited Use of Data: We and our vendors will use location update data for fraud screening and to improve fraud screening services. We will not share personally identifiable location update data with any third party without your consent, except to comply with court orders, valid legal process such as a warrant or subpoena, and other legal requirements. MyCard Caddy may use data you have provided through the app apart from MLC in other ways described by these Terms.

9.7 Data Retention: First Financial Bank and its vendors will store location update data for a maximum of 18 months while enrolled, except as required to comply with court orders, valid legal process such as a warrant or subpoena, or other legal requirements.

9.8 Data Storage: We, and the service providers we may engage, may store and process personal information in different countries from where you reside, including in the United States. Please note that these countries may have different laws and requirements about privacy and data use than where you live.

9.10 Charges and Fees: You are solely responsible for acquiring any hardware, devices, software, wireless and internet access, and/or other items required in connection with your enrollment in MLC, and any associated fees, expenses, taxes, or other charges, including but not limited to any mobile data and roaming fees.

9.11 Proprietary Rights: All ownership rights in MLC are retained by First Financial Bank and its vendors and protected under applicable intellectual property laws and international treaties. All rights not expressly granted to you through these Terms are retained by First Financial Bank and its vendors. Nothing in these Terms grants to you any right to use any trademarks, service marks, logos or other indicia of origin of First Financial Bank or its vendors.

9.12 Changes to MLC: First Financial Bank may, in its discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of MLC, temporarily or permanently, including the availability of any service, at any time with or without notice to you. You agree that First Financial

Bank and its vendors shall not be liable to you or to any third party as a result of taking any of these actions.

10. CHARGES

10.1 There may be other taxes and fees related to MyCard Caddy that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the MyCard Caddy. All charges include any applicable sales taxes.

10.2 You agree to pay for your Visa debit, credit or prepaid cards in accordance with the charges outlined in these MyCard Caddy terms and conditions or terms your original card agreement as may be applicable. You authorize us to debit automatically the card account you have selected for use with the MyCard Caddy service for all charges in connection with your use of the MyCard Caddy. In the future, we may add to or enhance the features of the MyCard Caddy. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in these MyCard Caddy Terms or First Financial Bank's Special Handling/Electronic Disclosures.

11. ADDING EXTRA CARDS

11.1 You may add another card and additional features to MyCard Caddy from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card within MyCard Caddy.

12. LIABILITY

12.1 These Terms do not exclude our liability (if any) to you for:

12.1.1 Personal injury or death resulting from our negligence;

12.1.2 Fraud; or

12.1.3 Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

12.2 We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

12.3 If your mobile phone is lost or stolen, you must tell us by contacting First Financial Bank at 855-477-1158 as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide MyCard Caddy services to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

12.4 We are not liable for any error by you in entering any details when you use MyCard Caddy (e.g. if you key in the wrong mobile number).

12.5 If we believe that you or someone else is using or has obtained, or may use or obtain MyCard Caddy) services illegally, fraudulently or improperly, then we may cancel or suspend your use of MyCard Caddy without notice.

12.6 We will not be liable to you if MyCard Caddy is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

12.7 The MyCard Caddy application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

12.8 FIRST FINANCIAL BANK, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT,

INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF FIRST FINANCIAL BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF FIRST FINANCIAL BANK, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100. 12.9 IN NO EVENT WILL FIRST FINANCIAL BANK, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM MYCARD CADDY SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES

13. YOUR RIGHT TO CANCEL

13.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

13.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

13.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of MyCard Caddy.

13.4 If phone is lost and you want to deactivate your account, you can log in from the application on the website or from another device and delete the profile. The website is <http://firstfinancialbank.digitalcardservice.com>.

14. OTHER IMPORTANT INFORMATION

14.1 We have the right to change these Terms at any time and you will be notified in writing or by electronically by us with regards to the changes.

14.2 If we believe that any price increase or change to the Terms is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.

14.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the MyCard Caddy at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

14.4 We may not necessarily keep a copy of your order and these Terms. Accordingly, we advise you to keep a record of your order and a copy of these Terms for your information and reference.

14.5 The contract and all communications between us will be conducted in the English language.

14.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms or of any term of these Terms will be governed by the laws of Ohio, and of the United States whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms.

14.7 If you have any complaints about MyCard Caddy please write to us at First Financial Bank, Card Services, 225 Pictoria Dr., Suite 600, Cincinnati, Ohio 45246 or telephone 877-322-9530.

14.8 You acknowledge that there may be third parties who have rights under these Terms (including, without limitation, our suppliers, the software application developer and the manufacturer of your

mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms even though they are not a party to them.