

## Online Services User Agreement

### Introduction

The Online Services User Agreement (“Agreement”) states the terms and conditions that govern the use of Online Banking Services. Additionally, Online Services are governed by other separate agreement(s) you may have with First Financial Bank or any of its affiliates, subsidiaries or service provider including, but not limited to, the [Account Terms and Conditions](#), [Special Handling/Electronic Banking Disclosure of Charges](#), loan agreements, amendments, and other agreements or changes made to this Agreement. For certain services offered as part of Online Services you may be required to agree to additional terms and conditions or additional agreements. The availability of select Online Services may be limited by your access method, Access Device, qualifying Account, entity type, elected/enrolled services or additional agreements. Please read this Agreement carefully and in its entirety. [Click here](#) to print or save a copy of this Agreement.

If you have any questions regarding Online Services, our contact information is at the end of this Agreement.

### Acceptance of this Agreement

We may disclose information about your accounts. Please refer to our privacy notice, [click here](#), for additional information on how we use customer information and your choices. You will be asked to accept this Agreement, as well as the Account Terms and other related agreements and disclosures. When you accept this Agreement, you represent and warrant that you are an authorized user acting with full authority, and that you are duly authorized to accept this Agreement.

### Definitions

- The words “**we**,” “**our**,” and “**us**” mean First Financial Bank and all its affiliates, subsidiaries, successors and assigns.
- The words “**you**” and “**your**” mean each account owner and anyone else with access to the account to perform the transactions or receive services covered by this Agreement. If there is more than one owner, then these words mean each account owner separately and all account owners jointly. “You” and “your” also means any additional entity or individual that has been granted access to Access Credentials by you or an individual or entity who received access to Online Services through an additional agreement.
- “**Access Credential(s)**” means the customer identification number, password, security code or other means of access to your Account that we establish or provide to you.
- “**Access Device**” means any electronic device you may use to access Online Services including, but not limited to, a desktop computer, laptop computer, mobile device, tablet.
- “**Account(s)**” means any one of your qualifying accounts to which we may allow access through the Online Services under this Agreement.
- “**Account Terms**” means the Terms and Conditions of Your Account provided to you in conjunction with the opening of your Account. A copy of the Account Terms is available at: [Account Terms and Conditions](#).
- “**Business Day**” means Monday through Friday excluding Federal holidays.
- “**Business Support Center**” means the support group that provides your business with assistance with your banking needs such as answering questions and resolving issues. Business Support Center contact information is provided at the end of this Agreement.
- “**Client First Center**” means the support group that provides you with assistance with your banking needs such as answering questions and resolving issues. Client First Center contact information is provided at the end of this Agreement.
- “**Deposit Services**” means any remote deposit capture service utilized through mobile application or with a computer.
- “**eStatement**” means an electronic bank statement and/or notice or any other communication sent via electronic means.
- “**External Account(s)**” means a deposit account held at a domestic (United States) Financial Institution other than us.
- “**Financial Institution**” A Financial Institution is a company engaged in the business of dealing with financial and monetary transactions, such as deposits, loans, investments and currency exchange and can include any person doing business in one or more of the following capacities: bank (except bank credit card systems); broker or dealer in securities; money service business; telegraph company; casino; card club; a person subject to supervision by any state or federal bank supervisory authority.

- **“Online Services”** means Online Banking Services.
- **“Payee(s)”** means the person, business or other entity to whom your bill payment will be directed using Online Services, or from whom you receive electronic bills, as the case may be.
- **“Service Provider(s)”** means any agent, licensor, independent contractor or subcontractor that we may involve in the provision of the Online Services.

### Eligibility

To access optimal Online Services, you should:

- Have a working Access Device
  - with the most current web browser version;
  - with the most current versions of Apple IOS or Android OS (for mobile app access);
  - with the most current software and features that are suitable for connecting to the internet or for downloading our mobile applications or accessing our mobile website (computer, smartphone, tablet, etc.);
- Have local, electronic storage capacity and/or printer to retain and/or print electronic documents;
- Have internet services through an internet service provider;
- Have an internet browser that will support 128-bit encryption;
- Have a valid email address for the delivery of electronic notices and disclosures;
- Have software that allows you to view files in a portable document format (“PDF”).

The use of alternative browsers or “beta” versions may have varying results.

You are solely responsible for the maintenance, installations, and operation of your Access Device. Further, you are responsible for keeping valid contact information, including, but not limited to, phone number, home address or email address within Online Services. Neither we nor our Service Providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your Access Device or invalid/out-of-date contact information.

### Changes to and Interruption of the Online Services

On a regular basis, we may perform maintenance on our operating systems, which may cause an interruption in or change to the Online Services. We also may need to change the scope of the Online Services from time to time. We will attempt to provide prior notice of any such interruptions and changes but cannot guarantee that such prior notice will be provided. If you find that access to the Online Services is interrupted or unavailable, you should call us for assistance to obtain access. We will strive to perform routine maintenance to our operating systems during non-regular business hours.

### Fees

Fees applicable to Online Services may be disclosed within the applicable Online Service or by separate documentation including, but not limited to, the [Special Handling/Electronic Banking Disclosure of Charges](#), or in product specific disclosures as provided to you in your account opening documentation or other agreements that apply to your Account(s) and use of the Online Services.

### Important Information Regarding Electronic Communication

If you have selected the option to access eStatements on any account, you understand and agree that all statements, notices and all other communication, for all qualifying Accounts enrolled in Online Services may be provided to you in an electronic format. This is in place of paper statements and paper notices. Also, we may provide you initial and periodic account disclosure information related to the Accounts in electronic format.

If at any time you wish to change your eStatements option on any or all of your accounts, change your email address, or receive a paper copy of your Account statement, you may change your preference within the Online Services, if available, or by contacting the Client First Center. Additionally, in the event that you are unable to access your statements or to otherwise view any of your Account information through Online Services, you agree to immediately notify us. A fee may be charged for paper copies depending on the Account type or the reason or frequency of your request. eStatements will be available for Accounts for 18 months. Electronic notices are available for 6 months.

### Balances

Our Online Services are a fantastic tool to ensure that charges are posting correctly, but we cannot guarantee the accuracy of transactions that are pending, and we are not always able to show transactions until they post. Additionally, Online Services are not a replacement for keeping your own register. Processing occurs at various times, so we advise that you not rely on balances displayed, instead we recommend you record your charges and payments as soon as you make them, so you know how much you have available in your account. For further information on calculating your Account balance, please see your Account Terms.

### Alerts

We may offer alerts within our Online Services that provide information about your Accounts via email, in-app secure message, and/or text message on your Access Device. Alerts are subject to terms and conditions you must accept when registering for alert(s). By using our Online Services, you consent to receive the applicable alerts for which you have registered, and which may also include alerts for which you are unable to set preferences. You may opt out of receiving alerts at any time by changing your preferences.

Message and data rates charged by your wireless telecommunications provider may apply. Contact your mobile service provider for details on these charges. You understand that there are risks associated with using a Wireless Device for your banking needs, and that in the event of loss or theft, your confidential information could be compromised.

### Touch Authentication and Facial Recognition Authentication

If available through your Access Device, we will allow you the option to authenticate into Online Services using Touch Authentication or Facial Recognition Authentication (collectively "Biometric Authentication") in place of your login ID and password. To enroll in this feature, you must navigate to the settings menu in your Access Device with these settings and complete the enrollment process. The enrollment process will require you to accept the terms and conditions within the application. You will have the ability to disable this feature any time by navigating to the security preferences and disabling the feature within your Access Device.

Fingerprints and facial scan data are encrypted and stored on your Access Device only and are not transferred or otherwise made available to us, our mobile application provider, or any other Service Provider. By using the Biometric Authentication feature, you acknowledge and agree to the collection, use, and storage of your biometric identifiers and biometric information (i.e., your fingerprints, facial scan data, and any data generated therefrom).

After you have enabled the Biometric Authentication feature, you will not permit any biometric identifiers or biometric information (such as fingerprints, facial scan data, or voiceprints), other than your own, to be stored on your Access Device or used to unlock your Access Device. You are responsible for maintaining control of your Access Device and you must take reasonable steps to prevent access to your Access Device by other individuals. First Financial Bank and our mobile application provider are not responsible for the security of your Access Device. You further agree that you will not use the Biometric Authentication feature if: (1) there are biometric identifiers or biometric information other than your own stored on your Access Device; (2) you share your Access Device with any other individual; or (3) you share your Access Device passcode or other security features with any other individual.

Enrollment for Biometric Authentication is limited to one Access Credential. You must already be registered with Biometric Authentication at the Access Device level in order to access this feature in the security preferences menu.

You must not use the Biometric Authentication feature except as permitted by these Terms. You must not use the Biometric Authentication feature and will not permit the Biometric Authentication feature to be used, for any purposes prohibited by applicable law.

We reserve the right to modify, suspend, terminate, or disable this feature for Online Services at any time without giving prior notice or reason where we reasonably consider it necessary or advisable to do so, including with respect to actual or suspected breaches of security.

The Biometric Authentication feature is provided on an “as is” and “as available” basis. We do not warrant that Biometric Authentication will be available at all times, or that it will function with any electronic equipment, software, system, or other Online Services that we may offer from time to time. We are not liable for any loss, damages, or expenses of any kind incurred or suffered by you arising from or in connection with your use of, or inability to use, the Biometric Authentication feature, unless it is caused solely and directly by the negligence or willful conduct of us or our employees. Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive, or exemplary loss or damages of any kind, including lost profits, loss due to business interruption, or loss of any program or data on your Access Device.

**Transaction Limitations and Cut off Times for Online Services**

<b>Service</b>	<b>Transaction Limit</b>	<b>Cut Off Times (Eastern Standard/Daylight Time) Business Day</b>
External Transfer*	Up to available balance in eligible accounts with the following limits: <ul style="list-style-type: none"> <li>• Inbound (per day): \$4,000 or 4 transactions</li> <li>• Outbound (per day): \$15,000 or 4 transactions</li> </ul>	6:00 pm
Transfer*	Up to available balance in eligible Account(s)	9:00 pm
Bill Payment*	Up to the available balance in eligible accounts with a limit of \$99,999.99 daily. (Within Bill Payment Service is Pay a Person option, which has a \$2,500 per day transaction limit)	3:00 pm
Deposit Services	Limits are subject to bank review & discretion and may change at any time.	8:30 pm

\*Limits and Cutoff times do not apply when limits and cutoff times are established by other agreements with First Financial Bank

\*For Bill payment, if funds are not available at processing time, First Financial Bank will make six additional attempts to process the payment (two attempts per business day at 8:00am and 3:00pm). If funds are not available after the 6<sup>th</sup> attempt, the payment will be automatically canceled, and you will need to reschedule the payment.

**Security**

**Authorization & Protecting your Access Credentials**

By directing us to transfer funds or initiate a payment through Online Services, you authorize us to withdraw from the designated Account the amount of funds required to complete the transaction. All requests and instructions received from you through Online Services with respect to transfers, payments, new Account services, changes and changes to existing Account information and any other communications, shall be deemed legal endorsements by you. If you willingly give Access Credentials to a third party, you agree that each such person or entity will be acting on your behalf. We are not responsible for managing your third-party relationships. Any agreements between you and a third party are strictly between you and that third party. We are not liable to you if the third party exceeds their scope of authority. Any transaction performed by the third-party using Access Credentials, even if not specifically intended by you, will be considered a transaction authorized by you. You agree not to give or make available Access Credentials to anyone you do not wish to access Online Services.

If you believe that Access Credentials have been lost or stolen or that someone may attempt to use the Online Services without your consent or has transferred money without your permission, you must notify us as soon as possible.

### Stop Payments

Stop payment orders entered through Online Services are subject to all applicable fees for stop payment orders described in the Account Terms. More information concerning your rights and duties with respect to stop payments is contained in the Account Terms.

A fee will be assessed for each stop payment order processed through Online Services in accordance with the current [Special Handling/Electronic Banking Disclosure of Charges](#), as may be applicable to your account.

A stop payment on a paper check can be placed if the item has not been presented for payment. We are entitled to a reasonable period to act upon a stop payment request and may not have the ability to act on any stop payment request if a payment has been processed or presented.

Please refer to the Account Terms for more details regarding stop payments.

### Error Resolution

If you notice an error on your statement in relation to your Online Services or an unauthorized electronic transaction, please refer to your Account Terms or your most recent statement to understand your rights and protections.

By using Online Services, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for disclosure of information through any such interception or misdirection. Please read and follow all instructions when processing an item through Online Services.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through our Online Services and records relating to such items and transmissions.

### Cancelation, Modification or Removal of Online Services

We may modify or cancel any Online Services at any time without notice and at our discretion (unless required under other agreements) if we determine unusual or fraudulent activity, except as may be required by law, Online Services may be modified or canceled. You can use the Online Services seven days a week, 24 hours a day; however, some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Online Services may be slower at times due to high internet traffic or other factors beyond our control.

We reserve the right to terminate Online Services if you do not log in for a period of 240 days, and we reserve the right to terminate Bill Payment to you if you do not use the service for a period of 90 days. The termination or cancellation of Online Services shall not affect your liability or obligations under this Agreement.

## **Transfer Money**

### Funds Transfers

If you originate a funds transfer and you identify by name and number a Financial Institution and beneficiary, we and every receiving or beneficiary Financial Institution, may rely on the identifying number to make payment. We may rely on the number even if it identifies a Financial Institution, person or account other than the one named. You agree to be bound by the National Automated Clearinghouse Association ("NACHA"). These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Cut off times do apply to Funds Transfers which could impact their availability.

**For details in relation to Transaction Limitations and Cut off Times please refer to the section above titled "Transaction Limitations and Cut off Times for Online Services".**

#### External Transfers

External transfers may or may not be included with your Online Services and this may be limited by your access method, Access Device, qualifying Account, entity type, elected/enrolled services or additional agreements.

Transfers to External Account(s) are subject to certain limitations. Any dollar limits imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a non-Business Day will apply toward the total for the next Business Day. External transfers are processed as ACH transfers and may take up to 3 Business Days to process. We may change your transfer limits at any time. Any decrease will be subject to notice to the extent required by law.

If the external transfer feature is utilized to transfer funds between First Financial Bank Accounts, there will be a delay in funds availability as noted above.

**For details related to Transaction Limitations and Cut off Times please refer to the section above titled "Transaction Limitations and Cut off Times for Online Services".**

#### Authorization to Debit or Credit an External Account

You understand that the External Transfer feature allows you to electronically transfer funds via the Automated Clearing House ("ACH") between your eligible First Financial Bank Account(s) and your External Account(s) at other Financial Institutions once you have successfully enrolled your External Account(s). This includes:

- one-time on-demand transfers, which allow you to initiate multiple, non-recurring, individual transfers based on the transfer date and dollar amount that you request through the Transfers feature of Online Services from time to time; and/or
- recurring transfers, which allow you to initiate recurring transfers of a set dollar amount at regular intervals that you have established through the Transfer feature of Online Services.

By utilizing the feature, you authorize First Financial Bank to initiate deposits and/or withdrawals to/from your eligible First Financial Bank accounts and each enrolled External Account and to deposit and/or withdrawal to and from such accounts for (a) various amounts at varying times by making on-demand transfers pursuant to your instructions, and/or (b) for a fixed amount at the frequency you have selected by making recurring transfers pursuant to your instructions.

You hereby represent and warrant that you have all necessary right, power and authority to debit and credit the External Account(s) you enroll, and that all information entered is complete and accurate. You agree that ACH transactions you authorize comply with all applicable law.

This authorization is to remain in effect until First Financial Bank has received written notification from you of its termination in such time and in such manner as to afford First Financial Bank a reasonable opportunity to act on it. You will send your written notification to the address listed in the Contact Us section of this agreement.

Any modifications to your authorization (e.g., addition of certain outside banks) must be made through Online Services. You acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). You request the financial institution that holds your External Account to honor all transfers initiated in accordance with this agreement. You agree to retain a copy of this agreement.

#### Loan Payment Transfers

You may make a "Regular" or "Principal" payment to your First Financial Bank loan account by initiating a funds transfer from a First Financial Bank checking or savings account or from an External checking or savings account.

If you submit a payment that is greater than the amount due, the funds will first apply to any outstanding bill(s). If a payment is made, depending on the amount, the loan may be paid ahead, excess applied to principal, or funds may be held in suspense and not be processed to your loan until a regularly scheduled payment is received. As payments may not be applied as intended, please contact the Client First Center or your local branch for assistance.

Paying a loan to \$0 does not imply that the loan account will be closed, because other outstanding loan fees may apply. Payments may not be applied as intended if your loan is not current. Funds may be held in suspense and not be processed to your loan until a regularly scheduled payment is received or your account is brought current.

Loan payments made from External checking or savings accounts will (be applied to the loan) on the business day after the payment is made. The debit to the external account may take 1-3 business days to post to the external checking or savings account.

#### Editing or Canceling Scheduled Transfers

You may edit or cancel transfers scheduled to occur at a future date. Any request to edit or cancel a scheduled transfer must be received before 9:00 p.m. Eastern Time on the day prior to the scheduled transfer date to be effective. You cannot edit or cancel a transfer that has already occurred.

Funds transferred by any of these methods may not be available for immediate use. The term 'processing date' is used by the Online Services permitting funds transfers. Unless otherwise disclosed or defined in a separate agreement and regardless of the process being used to transfer funds, processing date means the date the transaction will begin to be processed, not the date that funds will be available.

## **Bill Pay**

#### Bill Payment

You may use Bill Payment to instruct us to perform the following transactions:

- Make individual payments or preauthorized recurring payments from a bill pay funding Account designated by you to Payees you have designated in accordance with this Agreement;
- Obtain information that we make available about qualifying Accounts;
- Obtain other services and perform other transactions that we will authorize or allow.

#### Designating Payees

You will give us any account numbers or other identifying information that we or a Payee need so that your payments can be properly credited. If any account number or identifying information changes or if you want to add or delete Payees or other accounts with us, you must provide such changes within the Online Services platform. We may refuse to pay or cancel any Payee or any payment at any time for any reason. Payments to individuals or entities outside the United States of America or its territories and possessions are not permitted. Also, payments to individuals or business entities in a foreign currency are not permitted.

#### Setting up Payments

Upon enrollment into Bill Payment, you must designate funding Account(s) from which you authorize us to make payments using Online Services. Additionally, a default funding Account must be designated. If you do not choose a funding account when creating a Bill Payment transaction, the default funding Account will be utilized. You may authorize us to make one-time payments or preauthorized recurring payments. We will allow only preauthorized recurring payments that do not vary in amount.

#### When Bill Payments Are Made

Payments are not final at the time we receive your instructions, but we will begin to process them promptly. If we process a payment by check, we will issue and mail the check on the day the payment is scheduled to be released. Check payments may take up to 10 Business Days to be delivered. If the payment is an electronic payment, the payment will be processed and transmitted on the scheduled payment date. Electronic payments

may take up to 3 Business Days to be delivered. Payments transmitted electronically will be made pursuant to the Operating Rules of NACHA, by which you agree to be bound.

We cannot control when a payment or check will be presented by a Payee. It is your responsibility to be certain you have sufficient funds in your Account to pay all requested bill payments regardless of delivery method of the payment. We will notify you at the time you set up your payments of the delivery method we will use for a particular Payee. If required by law, we will notify you of any change to the delivery method we use to send your payments.

If the Payee's due date falls on a non-Business Day, you should schedule the payment to occur at least one Business Day prior to the Payee's due date. If a reoccurring payment falls on a non-business day it will be initiated the Business Day prior, unless you have chosen otherwise (when available). Each payment will be initiated from the funding Account from which it is made on the Business Day you have specified. Each payment you make on a non-Business Day or after our cut-off time on any Business Day will be considered made on the following Business Day.

#### Limits on Bill Payment Transactions

The Bill Payment transaction may not be processed if you do not have enough collected, available funds in your funding Account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction. Overdraft or returned check charges may be incurred if Bill Payments exceed your funding Account collected, available balance. All payments must be in U.S. Dollars.

We reserve the right to restrict the use of Online Services to make certain Bill Payments, such as tax payments, court-ordered payments, or government fees. You agree not to use Online Services to make any Bill Payment that violates or will violate any U.S. law.

Current federal regulations restrict the number of transactions and withdrawals you may make from certain types of accounts; for example, you may make no more than six pre-authorized or automatic transfers from savings and money market accounts during any given monthly statement period, including Bill Payments or transfers and payments made by telephone. Federal regulations currently place no limits on the number of transfers or bill payments from your checking Accounts.

#### Bill Payment Service Guarantee

Due to circumstances beyond our control, and/or the control of the Online Services, and our Service Providers, particularly delays in handling and posting payments by Payees or other Financial Institutions, some transactions may take longer to be credited to your payee account. Except as expressly stated in this Agreement, we will reimburse you for any late payment related charges, up to \$50 per item, should a bill payment post after the scheduled due date, provided that the payment was scheduled in accordance with the guidelines described under "When Bill Payments Are Made". Notwithstanding the foregoing, we shall not be responsible for any such charges if we have no responsibility for a payment transaction, late payment charge or related charge under other provisions of this Agreement, including without limitation the provisions of "Liability for Failure to Make Bill Payments or Transfers" below.

#### Editing or Cancelling Bill Payments

It is your responsibility to cancel, skip, reschedule or revise a preauthorized recurring Bill Payment where necessary. Any Bill Payment may be cancelled provided you access the Online Services prior to the cut-off time on the Business Day the payment is scheduled to be processed. Once the Bill Payment has been entered into the system and the information has been processed and/or transmitted to us through the Online Services, you may not cancel or change the payment. Any bill payments already processed before the requested cancellation date will be completed. If cancellation is requested, we need to have a reasonable opportunity to act on the notice of cancellation.



<b><u>For Electronic Payments*:</u></b>	<b><u>For Draft Check Payments*:</u></b>
<ul style="list-style-type: none"> <li>• If a payment is made after 8:00am, it can be cancelled up until 2:30pm the same day. Once the payments process at 3:00, they cannot be stopped.</li> <li>• Payments made after 3:00pm can be stopped up until 7:30am the following business day.</li> <li>• Once an electronic payment has been processed, no stop payment can occur.</li> </ul>	<ul style="list-style-type: none"> <li>• If a payment is made after 8:00am, it can be cancelled up until 2:30pm the same day. Once the payments process at 3:00, they cannot be stopped.</li> <li>• Payments made after 3:00pm can be stopped up until 2:30pm the following business day.</li> <li>• Once a check has been mailed, it can be stopped via a stop pay request up until it is presented.</li> </ul>

\* Cutoff times do not apply when cutoff times are established by other bank agreements.

You may also modify or cancel any Bill Payment scheduled to occur at a future date. Any modification or cancellation must be received before applicable cut off times on the day preceding the processing date.

***For details in relation to Transaction Limitations and Cut off Times please refer to the section above titled "Transaction Limitations and Cut off Times for Online Services".***

## **Liabilities**

### Liability for Failure to Make Bill Payments or Transfers

You will be responsible for any Bill Payment or transfer request you make that contains an error or is a duplicate of another. Neither we nor any of our Service Providers will be liable to you if you do not properly follow the applicable instructions. You are required to promptly notify us if you discover that a payment or transfer was not executed according to your instructions.

If we do not complete a Bill Payment or a transfer to or from your Account on time or in the correct amount according to this Agreement or our other agreements with you (including, but not limited to, all rules and regulations governing your Account), we will be liable for all direct losses associated with the failure, not to exceed the amount of the transfer or payment.

Notwithstanding the foregoing, we will not be responsible for late fees or finance charges imposed by the Payee in excess of the amount set forth in our Bill Payment Service Guarantee above. Additionally, we will not be liable for any losses, including but not limited to, the following:

- if, through no fault of ours, you do not have enough money in your Account to complete the transfer, or
- if the Account has been closed or is not in good standing; or
- if applicable the transfer or payment would go over the credit limit of any Account; or
- if you do not instruct us soon enough for your transfer to be received and credited by its due date; or
- if you have not given us complete, correct or current account numbers or other identifying information so that we can properly debit or credit the Account or otherwise complete the transaction; or
- if your Account has been placed on a hold or freeze status due to legal order or other encumbrance restricting such amount; or
- if circumstances beyond our control prevent the transfer or payment including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other connection problems, denial of service attacks, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, fire, floods and strikes or other labor problems; or
- if the Online Services are not working properly or if it is unavailable for some period of time and you know or have been advised by us that the system is not working properly or will be unavailable; or
- if there is a failure in any way on the part of another party or other Financial Institution to the transaction; or
- if there is an allegation of fraudulent activity concerning the Account; or
- if you have not provided complete instructions in order to process the Bill Payment or transfer; or

- if the Payee fails to credit your payment properly after delivery of the payment by us; or
- if the Payee is not located in the United States or if the payment is intended to satisfy a tax or court-ordered obligation or other government obligation; and/or
- if the Account Terms otherwise provide that the transfer or Bill Payment cannot be completed.

## **Make a Deposit**

### Deposit Services

This paragraph provides information about and contains the terms and conditions that apply to our Deposit Services offered through Online Services. Our Deposit Services are designed to allow you to make deposits to eligible checking, savings, or money market accounts using an approved Access Device. Your use of our Deposit Services establishes the acceptance of these terms and conditions. We reserve the right to change, modify, add, or remove portions from our remote Deposit Services. The continued use of our remote Deposit Services will confirm acceptance of any such changes.

### Eligible items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code, as adopted in Ohio.

You agree, with respect to all items transmitted, that you will:

- only transmit eligible items;
- ensure images meet quality standards;
- not transmit duplicate items;
- not deposit in person or re-present the original item;
- ensure all information you provide to us is accurate and true.

You agree not to use our remote Deposit Services to scan and deposit any checks or other items itemized below, which may be considered ineligible items:

- checks or items payable to any person or entity other than yourself;
- checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- checks or items previously converted to a substitute check, as defined in Reg. CC;
- checks or items drawn on a Financial Institution located outside the United States;
- checks or items that are remotely created checks, as defined in Reg. CC;
- checks or items not payable in United States currency;
- checks or items dated more than 6 months prior to the date of deposit;
- checks or items that are dated after the date of deposit;
- checks or items prohibited by our current procedures relating to our remote Deposit Services or which are otherwise not acceptable under the terms of the your Account;
- checks payable on sight or payable through drafts, as defined in Reg. CC;
- checks with any endorsement on the back other than that specified in this agreement.

### Image Quality

The image of an item transmitted to us using our Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, NACHA, or any other regulatory agency, clearing house or association.

### Endorsements and Procedures

We recommend to restrictively endorse any item transmitted through our Deposit Services 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 Deposit Services as we may establish from time to time.

### Receipt of Items

We reserve the right to reject any item transmitted through our Deposit Services, at our discretion, without liability to us. We are not responsible for items not received or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that the image was received. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to the account. We reserve the right to charge back to the Account at any time, on any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees incurred as a result of the chargeback of an ineligible item. It is your responsibility to verify the item was successfully transmitted. You may receive email communications about the status of your deposit at the email address you have designated in Online Services.

### Availability of Funds

You agree that items transmitted using our Deposit Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. Deposited checks are subject to the Funds Availability Policy within your Account Terms and this Agreement and may not be available for immediate withdrawal.

### Disposal of Transmitted Items

Upon confirmation from us that the image of an item was received and processed, you agree to prominently mark the item as “Electronically Presented” or “VOID” with the date of the deposit, properly safeguard and dispose of the item after 60 days. You will provide promptly any retained item or a sufficient copy of the front and back of the item to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for audit purposes.

### Deposit Service Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using our Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

***For details in relation to Transaction Limitations and Cut off Times please refer to the section above titled “Transaction Limitations and Cut off Times for Online Services”.***

## **Additional Terms and Conditions**

### Indemnification

You agree to indemnify and hold harmless us, our officers, directors, employees, and Service Providers from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorneys’ fees and court costs) of any nature whatsoever incurred by you or by any third parties arising directly or indirectly from (i) any transactions or attempted transactions on your Account covered by this Agreement, including fraudulent or unauthorized activity on the Account(s) by the use of the Online Services, whether or not the unauthorized or fraudulent transaction(s) are conducted by a third party you provided Access Credentials, (ii) your breach of this Agreement; (iii) the processing of any stop payment request; (iv) any dispute between you and any third party in connection with the use of the Online Services; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorneys’ fees) incident to the foregoing. The terms of this paragraph will survive termination of this Agreement and the Online Services.

#### Disclaimer of Warranties and Limitation of Damages

TO THE FULLEST EXTENT POSSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, WE ARE PROVIDING THE SERVICES "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.

#### Conflicts

If there is a conflict between this Agreement and other agreements related to your Online Services, the specific terms and conditions of the other services agreement will control.

#### Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

#### No Waiver

We and our Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### Law That Applies

Regardless of where you live or work, or where you access the Services, this Agreement is subject to the federal law of the United States of America, and to the extent such federal law is not applicable (and only to such extent), to the internal law of the State of Ohio, excluding its conflict of laws rule. To the extent any part of this Agreement is not enforceable, it will not affect the rest of the Agreement, and it will be changed as necessary to comply with applicable law.

#### Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. Such disputes may be tried before a judge only. This provision is a material inducement for the parties entering this Agreement.

#### Alterations and Amendments

This Agreement, as well as applicable fees and service charges, may be altered or amended from time to time. In such event, we will provide notice to you. Any use of the Online Services after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Online Services' most recent revisions and updates.

#### Ownership & License

You agree that we retain all ownership and proprietary rights in our Online Services, documentation, associated content, technology, and website(s).

## Signatures

You agree to all the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- using our Online Services
- performing any transactions;
- physically signing this Agreement;
- causing your company representative to physically sign this Agreement, if you are a business entity and/or;
- completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

You agree and consent that the use of any means to select an item, button, icon or similar act/action while using the Online Services, or in accessing or conducting any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed by you in writing. You further agree that no certification authority or other third-party verification is necessary to verify the validity of your electronic signature provided as described above.

Your physical signature, electronic consent, or use of our Online Services is also your acknowledgement that you have received a copy of this Agreement. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us and we will provide a paper copy to you.

## **TERMS OF USE AND PRIVACY POLICY**

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports

available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, usernames, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Analytics. To assist Provider in maintaining and improving this application, Provider uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors

the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the State of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

**CONTACT US:**

First Financial Bank  
Attn: Client First Center  
225 Pictoria Drive, Suite 600, Cincinnati, OH 45246

First Financial Bank  
Attn: Business Support Center,  
225 Pictoria Drive, Suite 600, Cincinnati, OH 45246

If you choose to call us, please contact our Client First Center at 1-877-322-9530 or our Business Support Center at 1-866-604-7946.

If you choose to email us, please email to [Client.Service@bankatfirst.com](mailto:Client.Service@bankatfirst.com) or [BSC@bankatfirst.com](mailto:BSC@bankatfirst.com).

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**THE FOLLOWING LANGUAGE IS PROVIDED BY JACK HENRY. IF YOU HAVE ANY INQUIRIES OR CONCERNS, CONTACT JACK HENRY AT:**

663 W. Hwy 60  
P.O. Box 807  
Monett MO 65708-8215  
[jhprivacypolicy@jackhenry.com](mailto:jhprivacypolicy@jackhenry.com)

## JH DIGITAL BANKING TERMS OF USE

The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these terms of use (the "Agreement"). Please read this Agreement carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this Agreement and you represent and warrant that you have the authority to bind such company or organization to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

(i) **General.** JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates or versions, regardless of the media or form in which they may exist (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any time, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software; (v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

(ii) **Privacy.** JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or email address. JH will use this



contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device's location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at <https://www.jackhenry.com/privacy-policy> (the "JH Privacy Policy"). If you are a subscriber of Banno Business, business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

(iii) **Source of Information.** The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) **Your Responsibility for Information.** You are responsible for providing JH with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

(v) **Your Account.** If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of

upper and lowercase letters, numbers and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damages caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any time and move the location where we store your Account information in our sole discretion. We may suspend your Account and use of the Service at any time for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right to use, store, copy, transmit and modify any data you submit on the app and you represent and warrant to us that you have the right to provide such data.

(vi) **Rights You Grant to JH.** By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly authorize JH to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including user names and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vii) **Links to Third Party Sites.** The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

(viii) **No Unlawful or Prohibited Use.** As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service. You will not republish JH content or other content from the Service on another website or app or use in-line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

(ix) **Mobile Devices.** To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary. If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

(x) **Consent to Use of Data.** You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(xi) **Disclaimer of Warranty.** THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xii) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xiii) **Analytics.** To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

(xiv) **Dispute Resolution.** You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

(xv) **Miscellaneous.** This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the

maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.