

Visa First Financial  
BackPocket Prepaid Card

Summary of Fees

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
<b>\$4.00 †</b>	<b>\$0</b>	<b>\$0</b> in-network <b>\$2.00</b> out-of-network	<b>\$3.74*</b>
ATM balance inquiry (in-network or out-of-network)			\$0
Customer service (automated or live agent)			\$0 or \$2.00† per call
Inactivity			\$0
<b>We charge 4 other types of fees.</b> Here are some of them:			
Additional Card Fee			\$10
Expedited Card Replacement Fee			\$20
† No Monthly Fee for first three months following new account set up.			
* This fee can be lower depending on how and where this card is used.			
† Per call. First two calls per month are free.			
<b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and condition for all fees and services in the cardholder agreement.			

First Financial BackPocket Prepaid Card -- List of All Fees

All Fees	Amount	Details
<b>Monthly Usage</b>		
Monthly Service Fee	<b>\$4.00</b>	Monthly fee waived for first 3 months following card purchase.
<b>Add Money</b>		
Visa ReadyLink	<b>\$3.74</b>	The Visa ReadyLink reload agents may charge you a fee, and could charge you more than \$3.74. Ask the amount of the fee before reloading. Locations may be found at <a href="http://usa.visa.com/locators/readylink-locations.jsp">usa.visa.com/locators/readylink-locations.jsp</a> .
<b>Get Cash</b>		
ATM withdrawal (out-of-network)	<b>\$2.00</b>	This is our fee. "Out-of-network" refers to all of the ATMs in the U.S. outside of the First Financial Bank ATM network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Teller Cash Advance Fee	<b>\$2.00</b>	
<b>Information</b>		
Customer service (live agent)	<b>\$2.00</b>	Per call. First two calls per month are free.
<b>Using Your Card Outside the U.S.</b>		
International ATM withdrawal	<b>\$0.00</b>	You may be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Other</b>		
Additional Card	<b>\$10</b>	This is our fee for each additional Card requested for secondary cardholders.
Expedited Card replacement	<b>\$20</b>	We impose this fee if you request express shipping.

Your funds are eligible for FDIC insurance. Your funds will be held at First Financial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event at First Financial Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposits/prepaid.html](http://fdic.gov/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact at First Financial Bank by calling 1-855-477-1158, by mail at Visa Cardholder Services Center, Dispute Processing, PO Box 636001, Highlands Ranch, CO 80163-6001, or visit [bankatfirst.com/backpocket](http://bankatfirst.com/backpocket).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

This document is a part of your BackPocket Prepaid Card Terms and Conditions. Please read it and keep it for your records.

FIRST FINANCIAL BANK

BackPocket Prepaid Card Terms and Conditions

Effective March 7, 2018.

1. Terms and Conditions. These terms and conditions, which include the accompanying BackPocket Fee Chart, are your agreement with us (“Agreement”) and govern your use of the Visa® BackPocket Prepaid Card (the “Prepaid Card”) that has been issued to you. By accepting and using the Prepaid Card you accept the terms of this Agreement, and no signatures to this Agreement are required. Funds accessible through the Prepaid Card are insured by the Federal Deposit Insurance Corporation (FDIC).

2. Prepaid Card Description. The Prepaid Card is our prepaid general purpose reloadable VISA debit card that is personalized with your name and delivered to you by mail to the address we have on file for you. It may be activated as described in paragraph 6 below. “Reloadable” means you can add funds to the Prepaid Card from time to time. It cannot be used to access a deposit account and is not a credit card or a gift card.

Upon applying for your Prepaid Card at any First Financial Bank location you will receive a temporary prepaid general purpose reloadable VISA card that is issued and provided to you at that time. It is not personalized and can be used immediately upon activation. We will mail you a personalized Prepaid Card in a separate mailing. The money on your temporary Prepaid Card will be automatically transferred to your new personalized Prepaid Card which will be sent to your address within 7-10 days and your temporary Prepaid Card will be deactivated upon activation of your personalized Prepaid Card. The temporary Prepaid Card and the personalized Prepaid Card will have different account numbers.

3. Definitions. (1) “We”, “us”, “our” or “Bank” refer to First Financial Bank, as issuer and owner of the Prepaid Card. (2) “You” or “your” refer to the person or persons who have received and are authorized to use the Prepaid Card, and the person whose name appears on the face of the Prepaid Card or their legal representative. (3) “Prepaid Card” means the VISA® BackPocket Prepaid Card issued by First Financial Bank (4) Our “Business Days” are Monday through Friday, excluding holidays, from 8:00 AM to 5:00 PM. (5) “Account” means a Prepaid Card sub-account that is directly or indirectly established and maintained by Bank and accessed by your Prepaid Card. (6) “Transaction” means a request by you (i) to withdraw cash or obtain information about the amount of unused value remaining on the Prepaid Card at an ATM; (ii) to purchase or lease goods and services at a third party merchant location (including via the telephone or the Internet) using the Prepaid Card, which is authorized or denied by the Bank; or (iii) to withdraw cash through a cash advance at a financial institution.

4. USA PATRIOT Act. The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Prepaid Card Account. When you open a Prepaid Card Account, we will ask for your name, address, date of birth, and other information that will allow us to reasonably identify you, such as your driver’s license or other identifying documents. You authorize us to use credit bureaus or other services or data bases to perform such verification if we deem it necessary.

5. Prepaid Card Ownership; Termination. The Prepaid Card remains the property of the Bank and must be surrendered by you upon our request. We may terminate your privilege of using the Prepaid Card and may withhold approval of any Transaction at any time if permitted or required by law or if we have reason to believe you are engaging in unauthorized Transactions or are misusing the Prepaid Card. You may cancel your Prepaid Card at any time by contacting us directly at 1-855-477-1158. Upon cancellation, you will no longer be able to use the Prepaid Card and it should be destroyed. Your Prepaid Card contains an expiration date. In the case of termination, cancellation, or expiration, a check for any balance remaining on your Prepaid Card will be refunded to you.

6. Prepaid Card Activation. Your Prepaid Card must be activated before it can be used. You can activate your Prepaid Card by calling 1-855-477-1158. During the activation call you will be prompted to enter a unique 4 digit PIN to be used for card purchases at merchants and ATM’s. You will also be prompted to enter a unique 8 digit numerical password for access to the automated call system. You should not write or keep your PIN or password with your Prepaid Card.

7. Secondary Cards. You may get up to four (4) additional Prepaid Cards per Account (“Secondary Cards”) which have the same functionality as your primary Prepaid Card, except that they cannot be used to load money to the Card.

Additional Terms if Secondary Cards Issued

The following terms will apply if one or more Secondary Cards are issued:

Secondary Card Use. A Secondary Card may be used by a Secondary Cardholder in the same manner and to the same extent as the Primary Cardholder may use his or her Prepaid Card.

Full Access to Cardholder Transactional Data. Each Primary Cardholder and Secondary Cardholder will have full access to the Transaction information associated with the Primary Cardholder’s and all Secondary Cardholders’ Prepaid Cards.

Communications. All communications to be sent or given in accordance with this Agreement may be sent to the address our records show for the Primary Cardholder only, in our discretion. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.

Bound by all Instructions. The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them, jointly and severally.

Cancellation by Primary Cardholder. A Secondary Cardholder's Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity and a reasonable time period, as determined by us, to act on such request.

Responsibility for Secondary Cardholder Transactions. The Primary Cardholder shall be responsible for the Prepaid Card usage, including any fees and charges, by any Secondary Cardholder, or any person authorized by any Secondary Cardholder.

Liabilities not affected by Disputes or Cardholders. All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

**8. Adding Funds to Your Prepaid Card.**

By You. When you apply for a Prepaid Card you will be given the opportunity to add funds at that time. You may also add funds to your permanent Prepaid Card at any time at any First Financial Bank Banking Center, at any First Financial Bank ATM that accepts imaged deposits, or at any Visa ReadyLink location, but you may be charged a fee by the participating merchant. You may find Visa ReadyLink locations at <http://usa.visa.com/locators/readylink-locations.jsp>. All reloading options are detailed on our website at [www.bankatfirst.com](http://www.bankatfirst.com). You may also add funds to your Prepaid Card via ACH, using the routing number and Account number we have provided to you.

By Direct Deposit. The bank routing number and direct deposit Account number on the carrier are for the purpose of initiating direct deposits to your Prepaid Card only. You are not authorized to provide this bank routing number and Account number to anyone other than your employer, payer, or a bank official. Your Prepaid Card and Account number cannot be used for preauthorized direct debits from merchants, utilities, or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The funds added to the Prepaid Card by direct deposit are usually available for withdrawal on the day we receive them. When we receive an electronic deposit to your account, the only notice you will receive from us is in your electronic history. You may visit our mobile card application and use account alerts, or call us to confirm that we have received a deposit. If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

**9. Authorized Users.** You are responsible for all authorized Transactions initiated and fees incurred by use of your Prepaid Card. You should keep your Prepaid Card, PIN, routing number, and Account number in a secure place. If you permit another person to use your Prepaid Card or Prepaid Card number and/or PIN, or routing number or Account number, we will treat this as if you have authorized such use and you will be liable for all Transactions and fees incurred by those persons.

**10. Using the Prepaid Card.** You may use your Prepaid Card to withdraw cash and pay for purchases at places that have agreed to accept the Prepaid Card. We have no obligation to you if anyone refuses to honor the Prepaid Card or if, for any reason, you cannot withdraw cash at an automated teller machine (ATM). Each time you use the Prepaid Card, you are authorizing us to reduce the funds available on your Prepaid Card by the amount of the purchase or withdrawal and the amount of any fees, costs, or holds placed where the Prepaid Card is used for hotel, car rental or other similar Transactions. If you do not have enough value loaded on the Prepaid Card, you can request that the merchant charge a part of the purchase to the Prepaid Card and pay the remaining amount with cash or another Prepaid Card. These are called "split transactions." Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. Some merchants do not allow you to conduct split transactions. If you use your Prepaid Card for gasoline purchases, you must pay with the Prepaid Card at the cashier station. The Prepaid Card cannot be used for "pay at the pump" Transactions. If you use your Prepaid Card number without presenting the Prepaid Card, such as online or telephone purchase, the legal effect will be the same as if you used the Prepaid Card itself. You should always get a receipt for each Transaction you make using your Prepaid Card. You agree to retain any receipts you may receive to verify your Transactions and to monitor the balance on your Prepaid Card.

**11. Foreign Currency Transactions.** The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. This rate may be different from the rate the network receives, may include a spread, commissions, and other costs that we, our affiliates or vendors charge in providing that exchange to you, and will be less favorable than the exchange rate for institutions that is usually quoted in the newspaper or online services. The processing date on which the exchange rate is applied may differ from the date you used your card.

**12. Limitations on Use of the Card.** There are maximum withdrawal, Transaction and funding limitations on the use of the Prepaid Card which are set forth below. In addition, we may temporarily reduce these maximums without notice, for security purposes. We may change these limitations, and if we do, we will notify you. The Prepaid Card does not represent an account at the Bank titled in your name, and is not connected to, or in any way associated with, a credit card, credit line, overdraft protection, deposit account, savings account, or extension of credit titled in your name with the Bank, or otherwise owned by you. The Bank does maintain records of your Account reflecting your ownership of the funds accessible by use of the Card. You will not receive any interest on your funds on the Prepaid Card. You may use the Prepaid Card only if the available balance on your Prepaid Card is sufficient to pay the amount of the purchase Transaction. Holds, including Prepaid Card authorization holds and holds on funds to comply with court orders will affect your available balance. A hold may be placed for more than your balance. Purchases and cash withdrawals are subject to authorization by us or by a VISA authorization center and no authorization will be given if the amount of the Transaction exceeds your available balance. In the event that we authorize or settle a Transaction for more than what is available on your Prepaid Card and your Prepaid Card becomes overdrawn, you agree (a) that we may deduct the overdrawn amount from funds you have added to the Prepaid Card and (b) to pay us upon demand the balance due of any overdraft if sufficient funds have not been added to the Prepaid Card. You are not permitted to stop payment on any purchase Transaction or cash withdrawal Transaction originated by use of your Prepaid Card. We have no obligation to honor any such stop payment requested by you. You may not use the Prepaid Card for any illegal or restricted Transaction, such as internet gambling. Display of a Visa® or other logo by an online merchant does

not mean that the Transaction is legal where you conduct it. You agreed that we may decline Transactions we believe may be illegal or in violation of the applicable network rules. You also agree that if we do not decline the Transaction, we may charge your Prepaid Card and we are not liable to you if you engage in an illegal Transaction.

Limitations on Dollar Amounts of Transactions:

<b>Transaction Activity</b>	<b>Maximum/Limitation</b>
Maximum Cash Withdrawal per Transaction	\$500
Total Maximum Cash Withdrawals per Account per day	\$1,000
Total Maximum Cash Withdrawals per Account per 30 consecutive days	\$5,000

Limitations on Funding and Maintaining the Prepaid Card:

<b>Funding Activity</b>	<b>Maximum/Limitation</b>
Maximum Prepaid Cards per Account	5
Maximum initial load amount per Prepaid Card	\$2,500
Minimum reload amount per Transaction	\$25
Maximum reload amount per Transaction	\$2,500
Maximum reload amount per Account per day	\$2,500
Maximum reload amount per Account per week	\$7,500
Maximum Account balance	\$10,000

**13. Prepaid Card Replacement.** If you need to replace your Prepaid Card for any reason, please visit any First Financial Bank Banking Center or contact us at 1-855-477-1158.

**14. Refunds on Purchases.** Cash refunds will not be made to you for signature purchases made with your Prepaid Card. If a merchant who honors your Prepaid Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit which we will apply to your Account. Any claim or defense with respect to property or services purchased with your Prepaid Card must be handled by you directly with the merchant or other business establishment which accepts the Prepaid Card. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**15. Fees.** The fees apply to the Prepaid Card are listed on the accompanying First Financial BackPocket Card -- List of All Fees, which is a part of this Agreement. The fees will be deducted from your available balance.

**16. Our Liability for Failure to Complete Transactions.** In no event will we be liable for consequential damages (including lost profits, extraordinary damages or special or punitive damages) arising out of the use of the Prepaid Card. If we do not complete a Transaction to or from your Prepaid Card on time or in the correct amount according to our Agreement with you, we are liable for losses or damages not to exceed the amount of the Transaction that would have been authorized but for the error. However, there are exceptions to this rule. We are not liable: 1) if through no fault of ours, you do not have sufficient available funds on your Prepaid Card to make the Transaction (holds will affect your available balance); 2) if an ATM does not have sufficient cash to complete your Transaction; 3) if an ATM was not working properly, and you were aware of this situation prior to beginning your Transaction; 4) if circumstances beyond our control (such as fire or flood) prevent the Transaction, in spite of reasonable precautions; 5) if the instructions we received in making the Transaction were incorrect or incomplete; 6) if the Transaction cannot be made because of legal restrictions affecting your Prepaid Card; 7) if the system was not working properly and you knew about the breakdown when you started the Transaction; 8) if a merchant refuses to accept your Prepaid Card; 9) if access to your Prepaid Card has been blocked after you reported a lost or stolen Prepaid Card, or there is a hold on your Prepaid Card; 10) if we have reason to believe the requested Transaction is unauthorized.

**17. Lost or Stolen Prepaid Card.** Contact us immediately at 855-477-1158 if your Prepaid Card is lost or stolen. It is very important that you sign the signature panel located on the back of your Prepaid Card upon receipt.

Tell us AT ONCE if you believe your Prepaid Card or PIN has been lost or stolen, if you have furnished your Prepaid Card or PIN to a person to perform a Transaction and that Transactions by that person are no longer authorized, or if you believe that an electronic fund transfer has been made without your permission using information from your Prepaid Card. Calling is the best and fastest way of keeping your possible losses down. You could lose all of the money in your Account. If you tell us within two business days after you learn of the loss or theft of your Prepaid Card or PIN, you can lose no more than \$50 if someone used your Prepaid Card or PIN without your permission.

If you do NOT tell within two business days you learn of the loss or the theft of your Prepaid Card or PIN and we can prove we could have stopped someone from using your Prepaid Card or Code without your permission if you had told us. If you do NOT tell us within two business days after you learn of the loss or theft of your Prepaid Card or PIN if you had told us, you could lose as much as \$500.

Also, if your electronic history shows Transactions that you did not make, including those made by Prepaid Card or PIN, tell us right away. If you do not tell us within 60 days of electronically accessing your Transaction history, provided that the Transaction is reflected in the history, or the date we sent the first written history at your request in which the unauthorized Transaction is reflected, you may not get back any money you lost after the 60

days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

18. Special Consumer Liability and Protection Rules for Verified Unauthorized VISA Transactions. If your Transaction history shows Transactions using your Prepaid Card that you did not authorize or if you believe your Prepaid Card has been lost or stolen, tell us at once in order to prevent further misuse of your Prepaid Card. If we determine that the Transaction was not authorized by you, from our investigation, you will not incur any loss or liability unless we reasonably determine based on substantial evidence that you have been grossly negligent or have engaged in fraud. (This limit on liability only applies to Transactions processed through the VISA network.)

If your Account is compromised we will extend provisional credit for losses from unauthorized Prepaid Card use within 5 days of notification of this loss. This right to provisional credit does not apply to ATM Transactions nor to PIN Transactions not processed by VISA, or certain commercial Prepaid Card Transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed or rescinded based on such factors as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim, and history. You must notify us immediately of any unauthorized use. The Transaction at issue must be posted to your Account before provisional credit may be issued. Your 5 day provisional credit right applies to signature based purchases and PIN based purchases processed by means of the VISA network only.

19. Contact Us. In case of errors or questions about your Prepaid Card, telephone us at 855-477-1158 or write us at Visa Cardholder Services Center, Dispute Processing, PO Box 636001, Highlands Ranch, CO 80163-6001, as soon as you can.

20. In Case of Errors or Questions About Your Prepaid Account. Call us at 855-477-1158 or write us at Visa Cardholder Services Center, Dispute Processing, PO Box 636001, Highlands Ranch, CO 80163-6001, as soon as you can, if you think an error has occurred in your account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Prepaid Account, if the error could be viewed in your electronic history, or the date we sent you the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling Customer Service at [855-477-1158 or writing us at Visa Cardholder Services Center, Dispute Processing, PO Box 636001, Highlands Ranch, CO 80163-6001] You will need to tell us:

- Your name and Prepaid Card number.
- Why you believe there is an error and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we do this, and your Prepaid Account is registered with us, we will credit your balance within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your balance.

For errors involving a new accounts, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Prepaid Card for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 855-477-1158

21. Confidentiality. As part of establishing your Account, you will receive with your Prepaid Card a copy of the First Financial Bank Privacy Policy which generally addresses the Bank's policy for handling and disclosing information. You may also view this policy at <https://www.bankatfirst.com/privacy-notice/>. In addition, we may disclose information to third parties about your Prepaid Card or the Transactions you make:

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your Prepaid Card for a third party, such as a merchant;
- (3) In order to comply with any government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers or attorneys as needed.

22. Other Terms. Your Prepaid Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Prepaid Card is subject to all applicable rules and customs of any clearinghouse or other association which processes a Transaction. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be deemed invalid or unenforceable under any rule, law or regulation of any governmental agency, local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

23. Personal Information Changes. You agree to promptly notify the Bank in writing in advance of any change in your personal information.

24. Disputes. In the event of a dispute regarding the Prepaid Card, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bank or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

25. No Waiver. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank 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.

26. Balance Information. You should keep track of the amount of value added to the Prepaid Card. You may obtain information about the balance of funds you have remaining on your Prepaid Card by calling 1- 855-477-1158. This information, along with a 12-month history of Transactions, is also available online at [www.bankatfirst.com](http://www.bankatfirst.com). You also have the right to obtain at least 24 months of written history of Transactions by calling 1- 855-477-1158. You will not be charged a fee for this information unless you request it more than once per month. Any time you access Prepaid Card information, your Prepaid Card number and PIN are required.

27. Adverse Claims; Interpleader; Legal Process. We need not honor any claim against or involving your Prepaid Card unless we are required to do so by order of a court or governmental agency that has jurisdiction over us. This rule applies to any person asserting any rights or interest regarding an account, including you and other persons who are authorized to make withdrawals or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves your Prepaid Card and which seeks to attach or in some manner prevent you from freely using your Prepaid Card, in our discretion we may suspend Transactions on your Prepaid Card in the amount of the claim until final determination of the claim or proceeding. If we suspend Transactions in the amount of the claim, we will transfer funds in the amount of the claim from the Prepaid Card to a separate suspension account throughout the pendency of the claim, dispute, or legal proceeding. Access to funds on the Prepaid Card may be suspended as discussed above even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake. We also may act upon any notice of garnishment, levy, restraining order, injunction, subpoena or other legal process we reasonably believe to be valid, without independent verification by us. You agree that we are not liable for any damages or losses to you caused by action taken in response to legal process, as long as we acted in good faith.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Prepaid Card. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting that amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of persons making adverse claims to your Prepaid Card. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations. You agree that any costs associated with the action in interpleader will be charged against your Prepaid Card.

28. Amendments. Unless prohibited by applicable law, we may, at any time, change the terms and conditions in this Agreement, including the amount of any fee. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of an adverse change, and if we increase a fee, we will send you 30 days advance notice. If a change is not adverse to you, however, we may make the change at any time without advance notice. Amendments will be posted on the Website and we will send notices of changes to your address as it appears in our records, or at the Bank's option, by providing an email alert to you that the changes have been posted to the Website. If you do not agree with the change, you may cancel your Prepaid Card. However, if you continue to use your Prepaid Card, you accept and agree to the change.

29. Expiration. Your Prepaid Card expires on the date listed on the front of your Prepaid Card or when the Prepaid Card becomes dormant. Your Prepaid Card becomes dormant when it has had no activity for more than 1 year. If you have an available balance remaining on your Prepaid Card after it has expired or become dormant, we may provide you a replacement card or the available balance will be sent to you in the form of a check.

30. Our Cancellation or Suspension of Your Prepaid Card. We may cancel or suspend your Prepaid Card at any time. Once your Prepaid Card has been cancelled, you agree to discontinue using your Prepaid Card. Your Prepaid Card remains our property. If we cancel your Prepaid Card, we may, at our option, either apply the available balance to a new Prepaid Card for your benefit or send you a check for the remaining balance.

31. Unclaimed Property/Escheat. Any remaining unclaimed balance after expiration or closure of your Prepaid Card will be reported and remitted as unclaimed property to the appropriate state as required by law. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

32. Governing Law. The laws of the United States and the laws of Ohio govern this Agreement regardless of your place of residence. This Prepaid Card is issued under the laws of the United States and the laws of Ohio, without regard to Ohio's conflicts of law provisions.

#### **ATM Safety and Safeguarding your Prepaid Card Information.**

Be safe at ATMs. We advise you to be aware of your surroundings and before, during and after you use an ATM. Here are some additional tips:

- Choose an ATM that is well lit.
- Don't use an ATM that looks unusual or altered. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
- At a walk-up ATM, minimize transaction time by having your Prepaid Card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your Prepaid Card from the ATM, and then put away your money, receipt, and Prepaid Card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a busy area and immediately contact police.
- Keep your PIN confidential. Never give your PIN to anyone, and don't write it down.

In addition, to keep your Prepaid Card information safe:

- Change your PIN every few months by visiting a branch. Use a PIN that others can't easily figure out. For example, don't use your birthday.
- To change your PIN (or if you forget your PIN) or to request a new PIN, visit [bankatfirst.com/backpocket](http://bankatfirst.com/backpocket) or contact First Financial Bank by calling 1-855-477-1158.

A First Financial employee will never ask you for your PIN or the numbers on the back of your Prepaid Card.