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TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

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

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

(1) summarize some laws that apply to common transactions;

(2) establish rules to cover transactions or events which the law does not regulate;

(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and

(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

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

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we may provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, returned, or incorrect. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later determined to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies
reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or other outside deposit if you do not record them. If you fail to deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip), or the applicable image software will capture the list. To process the deposit, we will verify and record the deposit, and will treat the deposit as if it were returned. We will treat the return amount as the actual deposit and the amount we determine to be the actual deposit, we will post the amount we determine the deposit to be. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received (1) after the applicable “daily cutoff time” for your transaction, (2) on a Saturday, or (3) on a day we are not open for business, as if initiated on the next business day we are open. If you opt to pay overdrafts, we may maintain an overdraft file. If we accept a third-party check for deposit, we may require any third-party endorser to verify or guarantee their endorsements, or endorse in our presence.

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

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

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any authorized withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. If we are presented with an item drawn against your account that would be a “substitute endorsement,” or for an endorsement effect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the FUNDS AVAILABILITY POLICY disclosure for information about when you can withdraw funds you deposit. For those accounts to which our FUNDS AVAILABILITY POLICY disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. In order to avoid suspending any need only make one determination, but if we choose to make multiple determinations, the account balance at the subsequent time will determine whether there are insufficient available funds. Electronic check conversion and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item.

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

OVERDRAFTS, FEES, COURTESY CASH, AND COURTESY CASH PLUS - Overdrafts - An overdraft occurs when you do not have enough money in your account to cover a transaction (“Insufficient Balance”), but we pay it anyway. An Insufficient Balance is the result from the total amount of checks, electronic fund transfers, or other withdrawal requests; payment authorized by you; the return of unpaid items deposited by you; service charges; or a hold on funds that you deposit with us, according to our Funds Availability policy, which are treated as if they were a transaction in your account. If it turns out you do not have enough money in your account, we will review the payment request and make a determination. We understand that we may, at our discretion, honor withdrawal requests that overdraft your account as part of our Courtesy Cash service. However, we will only authorize and pay overdrafts for ATM transactions or debit card transactions if you specifically opted-in to Courtesy Cash Plus service, or there are available funds at the time of authorization.

The fact that we may honor withdrawal requests that overdraft your account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. If we do not pay an overdraft, the transaction will be declined. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as our Ready Reserve overdraft protection line-of-credit (which is subject to credit approval), or our Dynamic Transfer, which is a plan to automatically transfer available funds from another account you have with us. These plans can help you avoid overdrafts and declined or returned items. If you apply for and are approved for a Ready Reserve line of credit, and you also request our Dynamic Transfer service, when an overdraft occurs we will first pull funds using Dynamic Transfer, then look at your Ready Reserve line of credit, and then last to your Courtesy Cash or Courtesy Cash Plus selections. While fees apply when you use one of these alternative protection plans, the fees under the plan may be less expensive than the fees for overdrafts, declined items, or returned items. For more information about these overdraft protection plans, please visit a banking center or call the Client Service Center at 877-322-9530. Our Courtesy Cash is separate from these protection plans.

Authorize Positive - Settle Negative - In order to determine whether your account is overdrawn, we use the Available Balance. Please note that administrative holds are subtracted from your Available Balance. An administrative hold is a freeze on a certain amount of funds, for example, due to a court order served on us. You will not necessarily see the administrative hold in Online Banking or on your statements, but you can see the administrative hold reflected in the difference between your Available Balance and Current Balance in Online Banking.

Available Balance
$128.18
Current Balance
$96,492.02

Please note that your statements will not show your Available Balance in real time like Online Banking; instead, they show the Daily Balance of each day during the statement period as of the statement date. Point-of-sale transactions will only be reflected in the Daily Balance when settled. When you make a point-of-sale transaction, a hold is placed on those funds at the time the transaction is authorized. If a point-of-sale hold expires and the point-of-sale transaction has not yet been paid, the amount being held is then returned to your Available Balance. If the point-of-sale transaction then comes through after the hold expires, because we have already authorized that transaction previously, we will honor the transaction. If you do not have sufficient funds in your account at the time we honor the transaction, the point-of-sale transaction will cause you to overdraft and, if you are opted into Courtesy Cash Plus, or the debit transaction is a recurring transaction, you may still incur an overdraft fee.

For example, on Day 1, if you have a starting balance of $80 in your checking account, and you go to the store and make an $80 point-of-sale purchase with your debit card, your Available Balance will change to $0. Also, on Day 1 a check posts to your account for $10, your Available Balance is now -$10. Since your account is now negative from the $10 check, an insufficient funds (NSF) fee will be assessed (for purposes of this example, $37) at the end of Day 1, taking the total Available Balance to -$47. On Day 2, no transactions post, your Available Balance remains at -$47.

On Day 3, your Available Balance starts at -$47, and the $80 point-of-sale hold drops off, $80 will be added back to your Available Balance, and the new Available Balance at the end of Day 3 will be $33. On Day 4, your starting balance is $33; however, the point-of-sale transaction from Day 1 then settles, and the $80 transaction is deducted from your Available Balance, which will take the account back negative -$47, plus an NSF fee (of $37 in this example, if opted into Courtesy Cash Plus, or if the transaction was a recurring debit transaction), leaving you with a -$84 Available Balance on Day 4.

See recap of this example below:
### DAY 1

**Details** | **Available Balance**
---|---
Starting Balance | $80
POS Hold | -$80
Check | $10
NSF Fee | -$37
**End of Day Balance** | -$47

### DAY 2

**Details** | **Available Balance**
---|---
Starting Balance | $47
Hold Drops Off | +$80
**End of Day Balance** | $33

### DAY 4

**Details** | **Available Balance**
---|---
Starting Balance | $33
POS Transaction Settlements* | -$80
NSF Fee (if opted into Courtesy Cash Plus or recurring POS) | -$37
**End of Day Balance** | -$84

---

Please also note, there are times when the amount authorized for a point-of-sale transaction will differ from the amount that is actually settled; for example, when you add a tip to your bill at a restaurant. If you want to check your Available Balance, please log into Online Banking, or call our Customer Service Center at 1-877-322-9530 for the most up-to-date information.

- **See current Special Handling/Electronic Banking Disclosure of Charges for the current fee.**

<table>
<thead>
<tr>
<th>Day</th>
<th>Details</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 3</td>
<td>Starting Balance</td>
<td>$47</td>
</tr>
<tr>
<td>Day 4</td>
<td>Starting Balance</td>
<td>$33</td>
</tr>
</tbody>
</table>

---

*This is the transaction that was previously authorized on Day 1, and will settle, even if not opted into Courtesy Cash.*

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

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

**Courtesy Cash -** You will be automatically enrolled in Courtesy Cash at account opening, unless you notify us you would like to opt-out of Courtesy Cash. You may opt out of Courtesy Cash at any time by visiting a banking center or by calling the Client Service Center at 877-322-9530. If you opt-out you are responsible for all overdraft balances and all overdraft fees that you incurred prior to opting-out, and you remain responsible for fees that may arise after you have opted-out if your account remains overdrawn.

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

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

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

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

**Stop Payments -** Unless otherwise provided, the rules in this section cover stop payment of items subject to an overdraft. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about them.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. For stops placed on Saturdays and holidays they will be effective on the next business day. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the name, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a “record” is information that is stored in such a way that it can be retrieved and can be read and understood - you can ask us what types of records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-order payment was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within this period. We are not obliged to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

**Transfer Limitations -** Unless otherwise disclosed, for savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH).

**Amendments and Termination -** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. Notice may also be given to you when you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if you should suddenly close your account without giving us notice, we may immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

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

**Statements -** You must sign your account to stop payment of items. Rules would be enforced (if not discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss.

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entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that you have the time to examine your statement and report to us whether we have failed to pay items in the correct order. If we fail in any circumstance, be it due to circumstances over which we have no control or otherwise, we will not be liable for any loss arising from your account for a total of 30 days from when the statement is first sent or made available to you. However, you further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you will be held jointly and severally liable with anyone who signed in your name as an endorser in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit or ATM card transactions) or substitute checks, see the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFERS** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights with respect to the transfer or assignment are limited to our right of setoff or to our right of setoff on account of any deficiency on your account. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**JECT DEBTS** - If you are required to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability from the federal government from the account or from any other account that you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**SETOFF** - We may (without prior notice and when permitted by law) set off the amount of any debt or claim you owe us against any deposits made into the same account or in any other account that you have with us, without prior notice and at any time, except as prohibited by law. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction, a consumer instalment credit transaction, or a consumer loan, if the transaction is not to affect our rights under any consensual security interest, or (c) the debtor’s right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. If your account is used solely for social security funds, and is overdrawn, the amount by which the account is overdrawn can be set off against future social security deposits made into the same account. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or reviewing restrictive legends, restrictive endorsements, or any other instructions on every check. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or endorsement. Unless we have agreed in writing, we are not responsible for any illegible, blank, or altered checks or any result from your placement of these restrictions or instructions on your checks.

**PAYMENT ORDER OF ITEMS** - The order in which items are paid from your account is important if there is not enough money in your account to pay all of the items that are presented for permanent payment. You agree that we will pay items in the order presented for permanent payment as long as there is sufficient funds in your account. The payment order can affect the number of items that will be paid from your account. It is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items that will be paid from your account. It is important if there is not enough money in your account to pay all of the items that are presented.

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

1. Wire transfers - in low to high dollar amount order on the day presented for permanent payment
2. ATM transactions - in low to high dollar amount order on the day presented for permanent payment
3. Credit Card transactions associated with a PIN (appears as “DBT CRD” on your statement) or a person-to-person payment - in low to high dollar amount order on the day presented for permanent payment
4. Check deposits - in low to high dollar amount order on the day presented for permanent payment
5. ACH transactions - in low to high dollar amount order on the day presented for permanent payment
6. Electronic Fund Transfers - in low to high dollar amount on the day presented for permanent payment
7. Checks paid at the teller window or to an FFNB loan - in check number order on the day presented for permanent payment
8. ACH transfers - in low to high dollar amount order on the day presented for permanent payment
9. All other checks - in check number order on the day presented for permanent payment

**Note:** Items that are temporarily presented as a debit to your account may not permanently be paid in the same order as temporarily presented. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item(s) (creating an overdraft). In returning item(s) for insufficient funds (NSF), we attempt to return in the reverse order of the items listed above. Exclusions to this return order may include but are not limited to ATM transactions and debit card transactions which are considered non-returnable as authorization was given at the time of the transaction. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services to ATM and everyday debit card transactions, if applicable. We encourage you to keep accurate records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring overdraft fees.

**CHECK PROCESSING** - We process checks mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, when we return an item(s) for insufficient funds (NSF), we will not be responsible for properly paying the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and, if we do not act promptly, you will be responsible for our actions. If we properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and, if we do not act promptly, you will be responsible for our actions.

**SIGNATURES** - We are authorized to accept any item appearing to be authorized by you or your agent.

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

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. We may continue to honor the transactions of the agent until: (a) we have received notice of the agent’s death or the revocation of the power of attorney, (b) the agent’s power of attorney is determined to be invalid or not acceptable to us, (c) we do not have a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following the instructions given by an agent acting under a valid power of attorney. We will not accept a power of attorney that is not “durable,” i.e. that can be revoked if you become incompetent. It is solely within our discretion whether or not we recognize and choose to act on a power of attorney, unless otherwise prohibited by law. We may require additional documentation which is requested by the attorney-in-fact stating that the document presented is a true copy, and that to the best of his or her knowledge, the accountholder is alive and that his or her powers have not been altered or terminated.

**STATE-DATED CHEKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must stop a payment order on the check in the manner we have described elsewhere.
Either the minor or the trustee(s) removes the trustee(s) from the account. The trust shall terminate once the minor reached age eighteen (18) and other trustee(s) may manage the funds in the account for the benefit of the minor by the trustee(s), indicated as custodian(s) on the signature card. Upon the minor reaching age eighteen (18), either the minor or the trustee(s) removes the trustee(s) from the account.

Funds in the account may be managed by depositing funds, withdrawing funds, or closing the account. Trustees may appoint additional trustees. Upon minor’s first action to manage the account minor agrees to be bound by all terms and conditions of the account as outlined in this agreement and any other related account documents. If all trustee(s) on the account shall decease or be incapacitated before the minor attains eighteen (18), the individual guardian of the minor shall be the successor trustee. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee and/or minor, upon reaching contractual capacity, in their individual capacity and jointly severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee(s) or actions by the trustee(s) or minor in handling, dealing with, or managing the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the acts or omissions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments or transfers out of the account until a final court determination or other agreement is reached regarding the legal action. We may do these things even if the legal action does not involve all account holders. In these cases, we will not have any liability or responsibility with respect to your account. We will release funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

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

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you have a cancelled check or a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, debit card and/or PIN) for your account(s). Do not disclose, share, or lose your account number(s) or access device(s) with anyone unless you are willing to give them full use of your account(s). We reserve the right to limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

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

Blank checks - You must take reasonable care to safeguard your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we fail properly to react upon your timely notice of loss.

Remotely created checks - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an
account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. For you to provide an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. If you have truly authorized the remotely created check (to purchase a service or good, for example), you are not bound by any of these limitations because you authorized the check without the telephone solicitor communicating to you that you had the right to disapprove of the check. If you authorize the use of your account number to authorize a remotely created check, a remotely created check could be issued in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized.

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

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made by leaving a written message with the teller when you come to the bank. We do not guarantee that any other means the bank deems appropriate. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes necessary to a claim adverse to you (for example, (1) a charge-back is made by a credit card issuer when the charge is not properly attributable to the account; (2) we may suspend payment if we receive a notice of nonpayment; or (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

ELECTRONIC FUND TRANSFERS - You may access your account by means of an automated telephone system or by using the internet. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s). You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

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

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and we identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying information to make payment. We may rely on the identifying information of the account opened for any person other than you, your agent, or a personal representative.

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

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made by leaving a written message with the teller when you come to the bank. We do not guarantee that any other means the bank deems appropriate. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes necessary to a claim adverse to you (for example, (1) a charge-back is made by a credit card issuer when the charge is not properly attributable to the account; (2) we may suspend payment if we receive a notice of nonpayment; or (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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- transfer funds from savings to checking or savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties using bill payment
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts
  - CD, IRA, and loan account(s)
CONSUMER ERROR RESOLUTION NOTICE
In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.
We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and any provisional credit previously provided may be debited.

FIRST FINANCIAL BANK
Account and Online Banking Inquiries
First Financial Bank
Attention: Client Services
P.O. Box 18127
Fairfield, OH 45018-0127
1-877-322-9530

ATM & Debit Card Inquiries
Attention: BankCard Services
P.O. Box 70
Middletown, OH 45042
1-800-221-8890
To report a lost/stolen card after hours, call 1-855-898-7288
Business Days: Monday through Friday
Excluding Federal Holidays
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Funds Availability Policy
This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most commonly used transaction accounts. Business accounts are transaction accounts that the bank is contractually obligated to use for the purposes of conducting business. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day you deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.
Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.
For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, during business hours, we will consider that day to be the day of your deposit. However, if you make a deposit after business hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply
Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $5,000 of your deposits, however, will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
If you will need the funds from a deposit right away, you should ask us when the funds will be available.
Exception Holds. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
We believe a check you deposit will not be paid.
You deposit checks totaling more than $5,000 on any one day.
You redeposit a check that has been returned unpaid.
You have overdrawn your account repeatedly in the last six months.
There is an emergency, such as failure of computer or communications equipment.
We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the day of your deposit.

Special Rules for New Accounts
If you are a new customer, the following special rules will apply during the first 30 days the account is open.
Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit.
Funds from deposits of these checks (other than a U.S. Treasury check) are not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.
Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Substitute Checks and Your Rights
What is a substitute check?
To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.
Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.
What are my rights regarding substitute checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If you lost more than the amount of the substitute check, you may be able to recover additional amounts under other law.
If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.
We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.
How do I make a claim for a refund?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:
First Financial Bank
Attention: Client Services
P.O. Box 18127
Fairfield, OH 45018-0127
1-877-322-9530
You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

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

FEATURES OF CERTAIN ACCOUNTS

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

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