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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 law requires 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 (either electronic or paper), you give us pertaining to your account(s) including, but not limited to, the Special Handling/Electronic Banking Disclosure 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 the rules herein and amendments thereto. You will receive a separate schedule of rates, qualifying balances, and/or 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 to, and all local laws. These additions to 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 reproduced here. 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, it will be reenforced to the maximum extent possible. We may permit some variations from this 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 as required by law.

As used in this document the words “we,” “our,” and “us” mean First National 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. These additions 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 schedule 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 agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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 signature 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 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 returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeited cashier’s check 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 we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for the loss or theft of any 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 your Dynamic Line of Credit (which is a service that automatically transfers available funds from another account you have with us). These services can help you avoid overdrafts and declined or returned items. If you apply for and are approved for a Ready Reserve line of credit, and you also request Dynamic Line of Credit, we will use Dynamic Line of Credit to pull funds using Dynamic Transfer, then utilize your Ready Reserve line of credit, and then overdraw your account and charge fees pursuant to your Courtesy Cash or Courtesy Cash Plus selections. Fees apply when you use overdraft protection services, the fees for overdrafts may be less expensive than the fees for overdrafts incurred pursuant to your Courtesy Cash or Courtesy Cash Plus selections, declined items, or returned items. For more information about these overdraft protection services, please visit your online banking center or call 1-800-777-9830. Our Courtesy Cash Program is separate from these protection services.

**Available Balance Calculation** - In order to determine whether your account has sufficient funds to cover a transaction, we use the Available Balance. Your Available Balance is calculated by adding your total collected and provisional credits and subtracting administrative holds, provisional debit card transactions, and pursuant to the Payment Order of Items Presented for Permanent Payment, items presented for permanent payment. An administrative hold is a freeze on a certain amount of funds in your account, for example, due to a court order served on us. You may not see the administrative hold as a transaction in online banking or on your statements, but you cannot withdraw funds from the administrative hold reflected in the difference between your Available Balance and Current Balance in online banking. The Current Balance in online banking reflects the sum of your collected deposits and does not include provisional funds, administrative holds, or additional debit card transactions. Provisional means arranged or existing for the present, possibly to be changed, canceled, or expired; temporary and not permanent.

**Available Balance**

<table>
<thead>
<tr>
<th>Current Balance</th>
<th>$1,728.18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Balance</td>
<td>$49,692.02</td>
</tr>
</tbody>
</table>

Please note that your statements will not show your Available Balance like online banking; instead, they show the Current Balance of each day during the statement period as of the statement date. On the statement this Current Balance is identified as an Available Balance.

**Debit Card Transactions.** When you initiate a debit card transaction, the debit card processor checks your Available Balance to determine whether or not to authorize the transaction. If you have a positive Available Balance, have a Ready Reserve Line of Credit, utilize Dynamic Transfer, or have opted in to your Dynamic Line of Credit, the transaction may be authorized and a provisional debit card transaction may be created. This provisional debit card transaction reduces your Available Balance. An immediate overdraft will be initiated during overnight processing. Once the debit card transaction is processed by the merchant, the provisional debit card transaction is canceled and the debit card transaction is presented for permanent payment. If the provisional debit card transaction is not processed by the end of the night, the overdraft will be voided and the provisional debit card transaction will expire and your Available Balance will be increased by the amount of the expired provisional debit card transaction. If the merchant processes the transaction after the provisional debit card transaction has expired, because the transaction previously had been authorized, the transaction will be presented for permanent payment and will reduce your Available and Current Balance. If the transaction presented for permanent payment creates an overdraft in your account, you may incur an overdraft fee. The expiration of the provisional debit card transaction, presentation of items for permanent payment, and other related processes occur during overnight processing and may not be reflected in online banking or on your statements. Overdrafts can proceed typically occur between 9PM EST and 5 AM EST on weekdays, your balances may not be updated during this time. Please check your balances outside of those times for more current information.

For example, on Friday, before overnight processing, if you have a starting Available Balance of $80 in your account, and you go to the store and make an $80 debit card purchase, your Available Balance will be reduced to $0. Also, on Friday, during overnight processing, if a check posts to your account for $10, your Available Balance will be reduced to $-10. If your account is now negative from the $10 check, during overnight processing, an insufficient funds (NSF) fee will be assessed for purposes of this example, $37 reducing the available balance to $-47.

On Saturday, after overnight processing, no transactions post, your Available Balance remains -$47.

On Saturday and Sunday, no overnight processing occurs; and therefore, no transactions are presented for permanent payment. Since you made no additional debit card purchases, your Available Balance will remain -$47 for both days.

On Monday, if not a holiday, your starting Available Balance will be -$47 and if the check is returned you will deduct the NSF fee to your Available Balance, increasing it to $33. On Tuesday, during overnight processing, an Overdraft Fee of $37 in this example, if opted into Courtesy
Cash Plus, or if the transaction was a recurring debit card transaction) will be charged, but will be reimbursed the first business day immediately following the overnight processing when the Overdraft Fee is incurred since when the debit card transaction was authorized your Available Balance was positive. After reimbursement of the Overdraft Fee, the Available Balance will be $47.

See recap of this example below:

Please also note, there are times when the amount authorized for a debit card transaction will differ from the amount that is presented for permanent payment, for example, when you add a tip to your bill at a restaurant. If the Available Balance at the time the debit card transaction was authorized was insufficient to pay the amount presented for permanent payment and an Overdraft Fee was incurred, the Overdraft Fee will not be refunded. 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.

<table>
<thead>
<tr>
<th>Day</th>
<th>Details</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday</td>
<td>Starting Balance before overnight processing</td>
<td>$80</td>
</tr>
<tr>
<td>During overnight processing</td>
<td>Provisional Debit Card Transaction</td>
<td>-$80</td>
</tr>
<tr>
<td>Check</td>
<td></td>
<td>-$10</td>
</tr>
<tr>
<td>NSF Fee</td>
<td></td>
<td>-$37</td>
</tr>
<tr>
<td>End of Day Balance</td>
<td></td>
<td>-$47</td>
</tr>
<tr>
<td>Saturday</td>
<td>Starting Balance</td>
<td>$47</td>
</tr>
<tr>
<td>End of Day Balance</td>
<td></td>
<td>-$47</td>
</tr>
<tr>
<td>Sunday</td>
<td>Starting Balance</td>
<td>$47</td>
</tr>
<tr>
<td>End of Day Balance</td>
<td></td>
<td>-$47</td>
</tr>
<tr>
<td>Monday</td>
<td>Starting Balance before overnight processing</td>
<td>$47</td>
</tr>
<tr>
<td>During overnight processing</td>
<td>Provisional Debit Card Transaction Expires</td>
<td>+ $80</td>
</tr>
<tr>
<td>End of Day Balance</td>
<td></td>
<td>$33</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Starting Balance before overnight processing</td>
<td>$33</td>
</tr>
<tr>
<td>During overnight processing</td>
<td>Debit Card Transaction Permanent Payment</td>
<td>-$80</td>
</tr>
<tr>
<td>Overdraft Fee (if opted into Courtesy Cash Plus or recurring Debit card Transaction)</td>
<td></td>
<td>+$37</td>
</tr>
<tr>
<td>During the Business Day</td>
<td>Overdraft Fee Refunded</td>
<td>-$97</td>
</tr>
<tr>
<td>End of Day Balance</td>
<td></td>
<td>-$47</td>
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(1) Special Handling/Electronic Banking Disclosure of Charges - This is the transaction that was previously authorized on Day 1, and will be presented for permanent payment, even if not opted into Courtesy Cash Plus. Please note, if not opted into Courtesy Cash Plus, an Overdraft Fee will not be charged.

(2) This is the transaction that was previously authorized on Day 1, and will be presented for permanent payment, even if not opted into Courtesy Cash Plus. Please note, if not opted into Courtesy Cash Plus, an Overdraft Fee will not be charged.

(3) This is the transaction that was previously authorized on Day 1, and will be presented for permanent payment, even if not opted into Courtesy Cash Plus. Please note, if not opted into Courtesy Cash Plus, an Overdraft Fee will not be charged.

(4) See current Special Handling/Electronic Banking Disclosure of Charges, for the current fee amount.

(5) This is the transaction that was previously authorized on Day 1, and will be presented for permanent payment, even if not opted into Courtesy Cash Plus. Please note, if not opted into Courtesy Cash Plus, an Overdraft Fee will not be charged.

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 is due no later than thirty (30) calendar days after the date that you overdrew your account for that overdraft. While you have an account shortage, we may charge a fee to notify you that you have an account shortage. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted into that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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. If you have an account shortage, including shortages created by services fees, you may be charged with overdraft notification fees.

If a fee will be assessed on a non-business day, it will be posted to your account on the day before the business day.

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 account shortages and all overdraft fees that you incurred prior to opting-out, and you are responsible for fees that may arise after you have opted-out if your account remains overdrawn.

You may opt out of 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 purposes if you make deposits to bring your account to a positive balance or maintain your Available 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 may authorize and/or charge overdrawn funds. If you receive a notice of restriction or right to limit participation, suspend, revoke, or discontinue Courtesy Cash without prior notice.

OWNERSHIP AND ACCOUNT 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 to release some forms of ownership on any or all of our accounts. We make no representation as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revolvable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw under (1) all persons creating the account die, (2) the beneficiary is not 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 in the account agreement, which is to the 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, dividends, 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 give us 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 stopping payment of items such as checks and drafts. 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 those rules. We may accept an order to stop payment on any item from any one of you. You must make any such order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Stop payment orders placed on weekends and holidays will be effective on the next business day. When items are presented for permanent payment that relate to a stop-payment order, the processing for the stop-payment order typically occurs the next business day. Your Available Balance may not be updated until this processing occurs. Delays may be experienced. Because stop-payment orders are handled by computers, to be effective, you must precisely identify the number, 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 heard or read and understood - you can ask us what type of stop payment 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 months. If you request an 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 that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur 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 action 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 permitted, 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 withdraw funds using the 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 system (ACH) system.

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 certain changes, we will give you reasonable notice of the change and the method of calculation by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed will be returned paid. If 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 circumstances, and in some cases such as when we cannot verify your identity or the disbursement is monitored by government or law enforcement, we give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change that affects your account or our ability to process your ACH debit or credit, and you have not closed your account after the effective date of the change, you have agreed to the new term(s).

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 alter any account is not given to all accounts.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures, alterations or forgeries, you must notify us immediately. The reasonableness of your promptness is measured by the relevant circumstances. 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 entirely yourself (depending on whether we used ordinary care and, if not, whether it was substantially attributable to our own actions). You must be not only with respect to items on the statement, but other items with unauthorized signatures or alterations by the same wrongdoer, including items on subsequent statements.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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 cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether or not we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. Moreover, the 30-day limitation is a maximum and such time frame may be reduced depending on the circumstances.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement of account with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. For Consumers Only, if you receive or we make available either your items or images of your items, you will examine them with such promptness and diligence as is reasonable in the circumstances. Your promptness will be measured by the relevant circumstances. As between you and us, if you fail to do either of these duties, you will have to share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether it was substantially attributable to our own actions). You must be not only with respect to items on the statement, but other items with unauthorized signatures or alterations by the same wrongdoer, including items on subsequent statements.

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., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to checks you may have written, received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, you may not be able to do so without writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we otherwise agree in writing, any rights of a transferee or assignee will be subject to our right of setoff against the acquirer in the amount of any debt or obligation you have with us.

DIRECT DEPOSITS - If we are required for any reason to re-balance the federal government account, we may disburse up to the full amount of the deposit to the account, or to any other account 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 re-couple or re-couple any of the amount.

SETOFF - We may [without prior notice and when permitted by law] set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner. If your account is a joint account, your promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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 under a credit card plan (but this right of setoff does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. If your account is owned by more than one of you as individuals, and your account includes a non-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, or because it is paid 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 looking for restrictive legends, restrictive endorsements or other special instructions on every check. 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 instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $100.00."* If you payee's signature is preceded by the words "for deposit only" is an example of a restrictive endorsement.

PAYMENT ORDER OF ITEMS PRESENTED FOR PERMANENT PAYMENT - The order in which items are permanently paid from your account is important if you have a sufficient balance on any check or ACH item number. A check or ACH item number may be held for payment and collection if the amount of overdrafts or items returned unpaid and the amount of the fees you may be assessed. To assist you in managing your account, we are providing you with the following information regarding how we pay items presented for permanent payment.

* Our policy is to pay items presented for permanent payment in the following order.
1. Wire transfers, loans, to low 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. Debit Card transactions authorized 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. Debit Card transactions authorized as a credit transaction (appears as "POS DEB" on your statement) - in low to high dollar amount order on the day presented for permanent payment
5. Recurring Debit Card 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 order on the day presented for permanent payment
7. Checks paid at the teller window or to an FBI loan - in check number order on the day presented for permanent payment
8. ACH transactions - 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

* Items that are provisionally presented as a debit to your account may not be presented for permanent payment in the same order as provisionally presented.

If a check, item or transaction is presented for permanent payment against an Insufficient Balance in your account, we may, at our discretion, pay the item(s) creating an overdraft. In returning item(s) presented for permanent payment for insufficient funds (NSF), we attempts to return in the reverse order of your payment order of items listed above. Exclusions to this return order may include items that are limited amount, or ACH debit transactions which are considered non-returnable as authorization was given at the time of the provision transaction. The amounts of the overdraft and NSF fees are assessed elsewhere, as are your rights to opt in to overdraft services to ATM and debit card transactions. Let us know you to keep a record of your account. Generally, records and practice good account management. This will help you to avoid creating overdrafts and potentially incurring the resulting fees.

CHECK PROCESSING - We process items mechanically by relying solely on the information as shown on the check or on the electronic data sent to the bank for this item. This means that we do not individually examine all of your items to determine if item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. Therefore, we must rely on you to check and verify the accuracy of transactions and records and practice good account management. This will help you to avoid creating overdrafts and potentially incurring the resulting fees.
would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. **CHECK CASHING** - We may charge a fee for anyone that does not have an account with us. When cashing a check, draft or other item, the item may be cashed only on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. **SIGNATURES** - We are authorized to accept any item appearing to be authorized by you. **PLEDGE** - 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 ensure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on checks, drafts, and other similar instruments. The 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 written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had 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 instructions given by an agent acting under a valid power of attorney. It is solely within our discretion whether or not we recognize and choose to act on a power of attorney, unless otherwise prohibited by state law. We may require an affidavit from the attorney-in-fact, stating that the document presented is a true copy, and that to the best of his or her knowledge, the account holder is alive and that his or her powers have not been altered or terminated. **STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, draft, or other item, other than a “cold check,” after the date on it. However, the funds in the account may be accessed by the customer, and the account may be closed by the bank due to non-payment. **ENDORSERS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine. To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver’s license number, etc.) must fall within 1/2 inch of the “trailing edge” of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all endorsement information within 1/2 inch of that edge. **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 actions 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 may be required by law to account to creditors for any checks signed by you. We cannot guarantee the timely receipt of your payments to third parties. You authorize the bank to honor checks and to engage in any transactions necessary to ensure the safety and soundness of our institution. **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you may 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 contains no information that is materially inaccurate or fraudulent and agrees to provide a substitute check. You agree to return 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.

ACCOUNT SECURITY -
Duty to protect account information and methods of access - It is your responsibility to keep your account number(s) and access device(s) secure. Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic draft transfers are not considered to be accessible as a means of effectuating transactions by anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, we do not agree if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the use of such services. Such services include, but are not limited to, services which are responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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 such a person makes. You also agree that transfers by another person are no longer authorized and we have had reasonable time to act. Please review the additional information you have received or will receive or provided prior to an access device by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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 the case of a remotely created check, the account owner should retain the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A remotely created check could be imitated in an unauthorized manner and used to issue additional remotely created checks that you have not authorized. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verbal authorization to make the check or draft and the drawee bank on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (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.

CLAIM OF LOSS - if you claim a credit or refund because of a forgery, alteration, or other loss, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities and any other relevant parties of the loss. You will mail or deliver to us within 3 days of the theft, loss, 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, for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will notify us if you change your address or otherwise notify us in writing so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your name or address. Your name and address must be made by at least one of the account holders, or by 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 by using your last available address 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 (refund payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming on your account, or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVING ELECTRONIC FUND TRANSFERS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any recording and to provide.

To provide you with the best possible service in our ongoing business relationship with you, you may need to contact us about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to your account, and as authorized by applicable law and regulations.

Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing system.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

EARLY WITHDRAWAL PENALTIES (and Involuntary withdrawals) - We may impose a penalty that cannot be withdrawn from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

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

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and a beneficiary financial institution, an intermedary financial institution or a beneficiary, we and every receiving or beneficiary financial institution of which we deliver payment are liable on the fund transfer if we may not identify by name or number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A 403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount credited to your account. In such case, we recognize that the party ordering a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report negative information about your account to credit bureaus or nationwide consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report.
ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers from your account and the third party’s account(s). These transfers to make or receive payments may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to the third party to make a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, the third party will transfer funds to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other party to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other party to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Telephone Transfers - types of transfers. You may access your account by telephone 24 hours a day at 877-322-8100 using your personal identification number, a touch tone phone, and your account numbers, to:
- Transfer funds from checking to checking or savings.
- Transfer funds from savings to checking or savings.
- Make payments from checking or savings to loan accounts with us.

Get information about:
- The account balance of checking or savings account(s).
- Deposits to checking or savings accounts.
- Withdrawals from checking or savings accounts.

Also see Limitations on frequency of transfers section regarding limitations that apply to telephone transfers.

ATM Transfers - types of transfers and dollar limitations. You may access your account(s) by using your ATM Card and personal identification number or Visa® Debit Card and personal identification number, to make deposits to checking or savings account(s), get cash withdrawals from checking or savings account(s), but you may withdraw no more than $100.00 per day. Some of these services may not be available at all terminals. Using your card you may not exceed $2,500.00 in transactions per day. Increases to the default limits described above are not always available at any Banking Center or by calling our Customer Service Center. Requests for limit increases will be reviewed and either granted or declined at our discretion. Please see your Debit Card Terms and Conditions for further details. Please also see Limitations on frequency of transfers section regarding limitations that apply to debit card transactions.

Unlawful Transactions Prohibited. You certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 21 USC 5361, et. seq., (the “UIGEA”). You may not use your account or any other service we offer to receive any fund, transfer, credit, instrument, or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this agreement.

Computer Transfers - types of transfers. You may access your account(s) by using computer methods through the Internet by logging onto our website at www.bankatfirst.com and using your online banking ID and password, or other methods of authentication implemented by us, to:
- Transfer funds from checking to checking or savings.
- 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).

Also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Mobile Banking Transfers - types of transfers. You may access your account(s) by a mobile or wireless device with a mobile web browser by visiting https://www.bankatfirst.com/content/first-financial-bank/home/login-form.html# or downloading the mobile applications and using your online banking ID and password, to:
- Transfer funds from checking to savings.
- Transfer funds from savings to checking.
- Transfer funds from checking to checking.
- Make payments from checking to savings account(s) with us.
- Make payments from 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).

Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:
- No transfers notice to another account or to third parties by preauthorized, automatic, telephonic, or computer transfer or by check, or similar order to third parties are limited to six per calendar month.
- Fees
- You may be charged for direct deposits depending upon the type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation
- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-877-322-9530 to find out whether or not the deposit has been made.
- Periodic statements.
- You will get a monthly account statement from us for your checking account.
- You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Please refer to our Special Handling/Electronic Banking Disclosure of Charges for details regarding other charges.

Preauthorized Payments
- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

Please refer to our Special Handling/Electronic Banking Disclosure of Charges for the amount we will charge you for each stop payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person or company going to pay will tell you, 10 days before the date of each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION’S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
2) If you have an overdraft line and the transfer would go over the credit limit.
3) If the automated teller machine where you are making the transfer does not have enough cash.
4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5) If circumstances beyond our control (such as fire or flood) prevent the transfer despite all our reasonable precautions to take by banking.
6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

1) Where it is necessary for completing transfers; or
2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
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 common transaction accounts. First, we want to ask us whether any of your other accounts might also fall under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your 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 can withdraw them in cash and write checks at the bank, there are still limitations on the total amount of funds that you can withdraw or make available for checks that you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every business day is a day that is not Saturday, Sunday, or a holiday. 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 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 an 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 no case will we 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.

If we allow your deposit to be made available immediately, we will notify you at the time you make your deposit. We will also tell you if the funds are not 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 (Effective 7/1/2020 this amount will be $5,525) on any one day.

You redeposit a check that has been returned unpaid.

You have oversold your account repeatedly in the last six months.

There is an emergency, such as failure of a 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 your 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 (Effective 7/1/2020 this amount will be $5,525) 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 deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 (Effective 7/1/2020 this amount will be $5,525) will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 (Effective 7/1/2020 this amount will be $5,525) 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 entitledconst to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, 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.

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