TABLE OF CONTENTS

TERMS AND CONDITIONS OF YOUR ACCOUNT ............................................. 1
Agreement ................................................................................................. 1
Liability ...................................................................................................... 1
Deposits ..................................................................................................... 1
Withdrawals ............................................................................................. 2
Overdrafts, Fees, Courtesy Cash, and Courtesy Cash Plus ......................... 2
Ownership of Account and Beneficiary Designation .................................. 3
Business, Organization and Association Accounts ..................................... 3
Stop Payments ......................................................................................... 3
Telephone Transfers ............................................................................... 3
Transfer Limitations ............................................................................... 3
Amendments and Termination ................................................................. 3
Notices ..................................................................................................... 3
Statements ............................................................................................... 3
Account Transfer .................................................................................... 3
Direct Deposits ....................................................................................... 4
Setoff ........................................................................................................ 4
Restrictive Legends or Endorsements ........................................................ 4
Payment Order of Items .......................................................................... 4
Check Processing .................................................................................... 4
Check Cashing ....................................................................................... 4
Signatures ................................................................................................. 4
Pledges ..................................................................................................... 4
Power of Attorney ................................................................................... 4
Stale-Dated Checks ................................................................................ 4
Endorsements ......................................................................................... 5
Unclaimed Property ................................................................................ 5
Death or Incompetence ........................................................................... 5
UTMA Accounts ..................................................................................... 5
Minor’s Trust Account ............................................................................. 5
Fiduciary Accounts ................................................................................ 5
Legal Actions Affecting Your Account ...................................................... 5
Check Storage and Copies ...................................................................... 5
Truncation, Substitute Checks, and Other Check Images ............................ 5
Security .................................................................................................... 5
Remotely Created Checks ...................................................................... 5
Claim of Loss ........................................................................................... 6
Address or Name Changes ..................................................................... 6
Resolving Account Disputes ................................................................... 6
Monitoring and Recording Telephone Calls and Consent to Receive Communications ................................................................................................................................. 6
Early Withdrawal Penalties ...................................................................... 6
Waiver of Notices .................................................................................... 6
ACH and Wire Transfers ......................................................................... 6

NOTICE OF NEGATIVE INFORMATION ............................................... 6

ELECTRONIC FUND TRANSFERS .......................................................... 6
YOUR RIGHTS AND RESPONSIBILITIES ............................................ 6
Funds Availability Policy .......................................................................... 8
Substitute Checks and Your Rights .......................................................... 8
Features of Certain Accounts .................................................................. 9

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 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 recopied 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, 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 account and the rules which control these transactions, 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 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 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 transactions by mail or out-of-town deposit until we receive from the bank that delivered 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 tell the party endorsing the item to verify the discrepancies between the amounts shown on the itemized list of the 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 are not opted in for courtesy cash, we may take an item as a deposit. If we accept a third-party check for deposit, we may require any third-party endorsers 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. You 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 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 new account classification, your account will be subject to the fees and earnings rules of the new account classification.

See the FUNDs AVAILAbility POLicy disclosure for information about which 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. If 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. 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. We may 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. You may 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.

**Electronic check conversion and similar transactions** - An electronic check conversion is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Funds 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 remittance items such as the 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 available and paid on the day they are received. You 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 if 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 bank 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.

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:

<table>
<thead>
<tr>
<th>Day</th>
<th>Available Balance</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$4,128.18</td>
<td>$96,492.02</td>
</tr>
</tbody>
</table>

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Account in equal shares, unless otherwise stated on the account agreement, such an account, you own the account jointly with survivorship. Beneficiaries

**REVOCABLE TRUST OR PAY-ON-DEATH ACCOUNT** - when you die the balance in the account (subject to any previous pledge to beneficiaries, except as they determine to whom we pay the representations as to the appropriateness or effect of the ownership and designation, if any, specified on the account records. We reserve the right to ineligible, you will, in lieu of overdraft fees, be charged either a returned item thirty (30) calendar days after the date that you overdrew your account for that overdraft fee applicable to a particular overdraft item is due no later than us, an overdraft fee applicable to a particular overdraft item is due no later than

**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.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - In the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We reserve the right to 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 provide a separation agreement 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 requests on items, such as checks or debit cards.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to an overdraft account with us, otherwise arranged for online, 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).

**ANNUAL ACCOUNTS 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. We may also close your account at any time by notice to you and tender of the balance account 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 we were to determine that you are delinquent in your account, 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. If 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** - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account each statement period (or before the end of the six-month period. If the original stop-payment order 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 that period. We are not obligated 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.

<table>
<thead>
<tr>
<th>Day</th>
<th>Details</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
<td>Starting Balance</td>
<td>$80</td>
</tr>
<tr>
<td></td>
<td>POS Hold</td>
<td>-$80</td>
</tr>
<tr>
<td></td>
<td>Check</td>
<td>-$10</td>
</tr>
<tr>
<td></td>
<td>NSF Fee</td>
<td>-$37</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
<tr>
<td>Day 2</td>
<td>Starting Balance</td>
<td>$47</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$47</td>
</tr>
<tr>
<td>Day 3</td>
<td>Starting Balance</td>
<td>$47</td>
</tr>
<tr>
<td></td>
<td>Hold Drop Off</td>
<td>$80</td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>$33</td>
</tr>
<tr>
<td>Day 4</td>
<td>Starting Balance</td>
<td>$33</td>
</tr>
<tr>
<td></td>
<td>POS Transaction Settles*</td>
<td>-$80</td>
</tr>
<tr>
<td></td>
<td>NSF Fee (if opted into</td>
<td>-$37</td>
</tr>
<tr>
<td></td>
<td>Courtesy Cash Plus or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>recurring POS)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>End of Day Balance</td>
<td>-$84</td>
</tr>
</tbody>
</table>

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. If you opt-out you may 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 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 we were to determine that you are delinquent in your account, 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.

**END OF DAY BALANCE**

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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. Check transactions - 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. Referring Debtor on the account - 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. ACH transactions - in low to high dollar amount order on the day presented for permanent payment
8. 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 be permanently 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 the item(s) as soon as possible. Any items listed above, exclusions to this return order may include but are not limited to ATM 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 items 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, we will not be responsible for items that are properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. We are not obligated to, but may at our option, 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 we may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written 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 and will indicate in our written statement to you the form of 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.

**PLEDGES** - Each owner of this account may pledge all or a 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 notice is being provided to you to inform you that you may appoint an attorney-in-fact to act on your behalf.

**AIB 6/1/2016 8d Custom TCM-40t,9a,2bi,3o 201176416-010 Page 4 of 9**
ENFORCEMENT - 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.

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 die or be incapacitated before the minor attains eighteen (18), the last living 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 request, may appoint a successor trustee by action in writing, including a signature of the minor. You agree to indemnify and hold us harmless from and against any and all loss, costs, damages, and/or liability, or expense, including reasonable attorney’s fees, which we may incur in connection with any such action 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 person. 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 agree that by understanding that each one may be 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 the withdrawal of funds 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 to you for any items we may pay or certify checks drawn on the account or in any way restrict 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 canceled 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 pay for an original check or create a substitute check, you provide an 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 paid, and you 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 discuss 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 withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer services appropriate for your account to help identify and prevent 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 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, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we fail to take reasonably care in substantiating the loss. If you use the checks in another state, you may be required to apply for a license to use such checks.

REMOVEDLY 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...
subject. 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. In place of a signature, the check has a statement that the owner authorized the check or has the owner’s name typed or printed on the signature line. Hence, if a payee or a person providing 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 to make an unsolicited purchase, for example), you may be entitled to receive a refund for the unauthorized withdrawal. 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. You agree to indemnify us for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years; (3) if the attorney general of any state finds the use of the authority to be a fraudulent use or misuse of the power, you agree to refund the amount of the check, regardless of when the check was 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 any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the claim, 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 credit card, 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 doing so.

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 pursue your rights or, at our option, assign them to us so that we may pursue them on your behalf. We will pay you 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 address or your name. Unless we agree otherwise, change of address or name must be made by at least one of the account holders, or by all account holders if any other account holders are added to or removed from your account.

You must notify your financial institution of any change in your name or account number. If you fail to do so, you may not be able to use your account.

Phone number changes may be made to any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us 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 (e.g., you may be charged for the call by your cellular provider), and you agree to accept messages from 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 device.

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 early withdrawal penalties on the withdrawal of funds from your time account or 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, partial early withdrawal. See your notice of penalty for early withdrawals, section regarding limitations that apply to savings accounts.

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 unpaid or a payment order is not paid, 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 - Fund Transfers 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 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 number to make payment. We may report information about your account to credit bureaus or others, including the use of pre-recorded or artificial voice messages and an automated dialing device.

We may report information about your account to credit bureaus or other third parties whom you have authorized to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment 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 for the third party to make these transfers can occur in a number of ways. For example, your authorization to convert 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, these third party transfers will require you to provide the third party with your account number and bank information. This information will be processed if you make 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 charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee 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 payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

We may also impose limitations on the frequency of transfers section regarding limitations that apply to savings accounts.

Electronic Fund 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

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 between your account and the third party’s account. These transfers to make or receive payment 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 for the third party to make these transfers can occur in a number of ways. For example, your authorization to convert 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, these third party transfers will require you to provide the third party with your account number and bank information. This information will be processed if you make 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 charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee 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 payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

We may report information about your account to credit bureaus or other third parties whom you have authorized to initiate 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 charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
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- Preauthorized payments. You may make arrangements to pay certain recurring charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
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- Preauthorized payments. You may make arrangements to pay certain recurring charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
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- Preauthorized payments. You may make arrangements to pay certain recurring charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
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- 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 charges from your checking account(s).
- Electronic check conversion. You may authorize a merchant or other payee 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 payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.
• transfer funds from savings to checking or savings
• make payments from checking or savings to loan account(s) with us
• make payments 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)

Please 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 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, or other methods of authentication implemented by us, to:

• transfer funds from checking to savings
• transfer funds from savings to checking
• transfer funds from checking to checking
• transfer funds from savings to savings
• make payments from checking to loan 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:

• Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, 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 one or more of the same payee 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 accounts.

• 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 at least one 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 preauthorized payments and drafts 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 to receive your request for 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 you are going to pay will tell you, 10 days before 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.

CONFIDENTIALITY

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

(1) where it is necessary for completing transfers;
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
(3) in order to comply with government agency or court orders;
(4) as explained in the separate Privacy Notice.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• Additional Limit on Liability for Visa® Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

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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 involves a new account) after we hear from you and will correct any errors 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 common example, but we will ask you 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 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 amount of funds that we will 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 $2,500 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 determine that 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 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 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.

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 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 are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your lost or damaged substitute check is a traveler’s 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 request. You may also file a 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 you are no longer 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

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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.