

A LOOK AT WHAT'S AHEAD FOR YOU

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# *Your Trusted Guide*





# *Welcome!*

We're happy to have you with us.

At First Financial Bank you can look forward to personal service and attention, delivered by the expert bankers you already know. We're here to make your financial life easier and more rewarding, with solutions to help you make the most of your money at every stage of your life. It's community banking taken to the next level.

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**5-Star Rating**

*BauerFinancial*

**Top 50 U.S. Bank**

*Bank Director Magazine*

# Moving Forward, *Together*

Count on us to continue the qualities you like best about your bank, while bringing you more of the opportunities that can make a real difference in your financial life.



# Key Transition Dates

Your accounts and services transfer to First Financial during these dates. Here are all the details so you know just what to expect.

## Friday, April 24

- Telephone banking **will be unavailable beginning at 2pm CT.**
- CedarStone online banking and mobile banking **will be unavailable beginning 3pm CT.** At this time, bill pay will no longer be available. Any payments scheduled before 3pm CT April 24 will continue to be processed.
- Please plan ahead if you need cash for the weekend. You can use your CedarStone debit card all weekend, but **withdrawal and transaction amounts may be limited.**
- Banking centers **will close at 3pm CT.**

## Saturday & Sunday, April 25–26

- ATMs will be available.
- Telephone banking, online banking, mobile banking and bill pay **will be unavailable.**

## Monday, April 27

- Access to telephone banking (First Customer Account Line) **will be available at 5am CT. See page 12 for first-time call-in information.**
- Begin using your new First Financial debit card **at 7am CT. Your CedarStone card will no longer work.**
- First Financial digital banking and bill pay **will be available beginning at 8am CT.**
- Banking centers will reopen as usual on **Monday, April 27.**

*We're here to help!*

If you have additional questions or need assistance, visit your local banking center.

— or —



***first-online.bank/cedarstone***



**Now through April 24**

Call 615.443.1411



**Beginning April 27**

Call 800.511.0045

## Extended Contact Center Hours

April 27 – May 2

Monday	April 27	7am – 8pm CT
Tuesday	April 28	7am – 8pm CT
Wednesday	April 29	7am – 7pm CT
Thursday	April 30	7am – 7pm CT
Friday	May 1	7am – 7pm CT
Saturday	May 2	8am – 2pm CT

# General Banking *Highlights*

## Your Satisfaction Matters Most

We have taken great care to match your current accounts to First Financial accounts with similar benefits and features. To give you time to familiarize yourself with your new accounts, **we'll waive the monthly or quarterly service charge on any Checking and Savings accounts until July 1, 2026.** If you feel a different account may better suit your needs, simply let us know.

**#** **Account Numbers**  
Your checking, savings, CD and retirement account numbers will remain the same, unless you're notified otherwise. Mortgage loan, home equity loan, home equity line of credit, vehicle loan, personal loan and business loan numbers will also remain the same.

**→** **Routing Number**  
The First Financial routing number is 074900356.

**•** **Automatic Payments & Direct Deposit**  
If you have automatic payments deducted from your deposit account (including online bill payments) or funds direct deposited into your account, we encourage you to update your routing number.



**ACTION:** Current direct deposits and payments will continue to be processed. However, we recommend that, as of April 25, you contact your employer, any other direct deposit providers and anyone you pay through automatic payments or bill pay and provide your new routing number: 074900356.



### Checks

You can continue to use your existing CedarStone checks, including home equity line of credit checks, unless otherwise notified. After April 27, you can order additional checks through the Bank.



### Overdraft Protection

You will be provided overdraft protection through First Courtesy Coverage or Business Courtesy Coverage if your account meets certain eligibility requirements. If you currently have a savings or checking account linked to a checking account to provide overdraft coverage, or you have an Overdraft Line of Credit, these services will continue unless otherwise notified. Please see the **Account Terms, Disclosures and Agreement** in the back of this book for more details on fees and coverage limits.



**ACTION:** If you currently use your debit card for automatic deductions or recurring payments to a third party, such as a utility or mobile phone service, please update your card information with your payees beginning April 27 to avoid any interruption of your payments.



### Debit Cards

If you have a CedarStone debit card, you'll be mailed a First Financial Contactless Visa® Debit card as a replacement just prior to the transition weekend. Your First Financial card will have a new card number and expiration date.



### Statements

Checking accounts will continue to receive monthly statements, and savings accounts will receive quarterly statements. If you're currently enrolled in eStatements, you may need to self-enroll again to continue receiving them when you log in to Digital Banking for the first time on April 27.



## Safe Deposit Boxes

See chart below for First Financial pricing. If you've set up autopay for your annual safe deposit box payment, this payment will convert to the First Financial system and you will receive a discounted price.

Box Size	Yearly Rent	Autopay Yearly Rent
3×5	\$25.00	\$22.50
3×10	\$38.00	\$34.20
5×10	\$50.00	\$45.00
10×10	\$75.00	\$67.50



## Certificates of Deposit (CDs) & Individual Retirement Account (IRA) CDs

### Brokered CDs & Internet CDs

Brokered CDs and Internet CDs will convert to First Financial Bank with no changes to their current rates, terms or servicing.

### All Other Regular CDs and IRA CDs

Current rates and terms of your CDs and IRA CDs will remain the same until maturity. Beginning April 27, certain withdrawal and account-related changes may apply:

### Individual Retirement Account (IRA) CD Fees

- A **\$25 fee** will be charged for any **non-periodic distribution** from an IRA account. A non-periodic distribution is any distribution that is not set up to occur on a regular, scheduled basis.
- A **\$50 account closure fee** will be charged for any account closure other than a normal periodic distribution.<sup>4</sup>

## Regular CD Fees

- A **\$25 affidavit fee** applies for the replacement of lost, stolen or destroyed CDs. Notarized affidavits from all co-owners will be required.
- A **\$10 change of title fee** applies to CD title changes, excluding those due to death or incompetence of one of the certificate owners.<sup>4</sup>

Some early withdrawal penalty time period calculations for CedarStone and First Financial Bank differ. Please see the chart below to compare accounts with penalty changes. These penalties are in effect regardless of the length of time you have held the certificate.<sup>4</sup>



## Wire Transfer Quick Guide

Share these incoming domestic wire transfer instructions with anyone sending you a wire beginning April 27, 2026.

Contact your local banking center for instructions on incoming international wire transfers after April 27, 2026.

**Receiving Bank:** First Financial Bank, NA

**Address:** One First Financial Plaza  
Terre Haute, IN 47807

**Routing Number:** 074900356

**Beneficiary Name, Address, Account Number**

### Wire Transfer Cutoff Times

Incoming	Outgoing Domestic	Outgoing International
3pm CT	3pm CT	2:30pm CT

TERM	CEDARSTONE EARLY WITHDRAWAL PENALTY	FIRST FINANCIAL EARLY WITHDRAWAL PENALTY
1 Month	Loss of all interest	7 days or all accrued, whichever is greater
2-3 Months	3 months loss of interest	30 days loss of interest
4 Months – 364 Days	Half of entire term interest	90 days loss of interest
12-59 Months	Half of entire term interest	6 months loss of interest
60 Months or more	Half of entire term interest	12 months loss of interest

<sup>4</sup>First Financial Bank will not impose early withdrawal penalties, account closure fees, or CD title change fees in the event of death or legal incompetence of an account owner. An affidavit may be required. Account closure fees for IRA CDs will not apply in cases of death or permanent disability, as defined by IRA regulations.



# Banking *Your Way*

In person, by phone or on the go, we always make it easy and convenient for you to take care of your banking.



-  Digital Banking & Bill Pay
-  First Mobile App
-  First Financial Contactless Visa® Debit Card
-  CardGuard with Debit Card Lock
-  Debit Rewards
-  Zero Liability Fraud Protection
-  Telephone Banking



# Personal Checking

New Account Name	Key Features & Updates
 <b>First Free Checking</b> Formerly Free Checking, Simply Green Checking	<ul style="list-style-type: none"><li>• No monthly service charge.</li><li>• Checks available for ordering.</li></ul>
 <b>Interest Checking</b> Formerly Interest Checking, Total Checking, Foundation Checking	<ul style="list-style-type: none"><li>• No monthly service charge with an average daily balance of \$500 or at least 25 debit card point-of-sale transactions per statement cycle. Otherwise, a \$4 monthly service charge.</li><li>• Earn interest on your balances. Interest rate tiers begin at \$.01 and \$2,000.</li></ul>

# Personal Savings & Money Market

New Account Name	Key Features & Updates
 <b>Savings Account</b> Formerly Regular Savings	<ul style="list-style-type: none"><li>• Earn interest on your balances.</li><li>• No quarterly service charge when you maintain an average daily balance of at least \$300. Otherwise, a \$4 quarterly service charge applies.</li><li>• No fee for the first six withdrawals per month (excludes Teller and ATM withdrawals); \$5 per month in excess of six.</li><li>• Service charge does not apply to minors under the age of 18, or for customers age 62 and older.</li></ul>
 <b>Money Market Account</b> Formerly Money Market	<ul style="list-style-type: none"><li>• Earn interest on your balances. Interest rate tiers begin at \$0.01, \$10,000, \$25,000 and \$100,000.</li><li>• No monthly service charge with an average daily balance of \$15,000. Otherwise, a \$20 monthly service charge.</li></ul>

For detailed information about the terms and conditions of these accounts as well as other changes that may apply, please see the **Account Terms, Disclosures and Agreement** in the back of this book.



# Helping Your Business *Thrive*

When it comes to business accounts, one size does not fit all. Look at our lineup of accounts to see how we can deliver what you need.


-  Digital Banking & Bill Pay
-  First Business App
-  First Financial Contactless Visa® Debit Card
-  CardValet with Debit Card Lock
-  Zero Liability Fraud Protection
-  Telephone Banking



# Business Checking

New Account Name	Key Features & Updates
 <b>Business Essentials Checking</b> Formerly Commercial Checking, Regular Business	<ul style="list-style-type: none"><li>• No monthly service charge with \$5,000 average daily balance. Otherwise, a \$5 monthly service charge applies.</li><li>• No monthly service charge or average daily balance applies for nonprofits</li><li>• Up to 350 items free per month; \$0.50 per item over 350.</li></ul>
 <b>Business Interest Checking</b> Formerly Business Interest	<ul style="list-style-type: none"><li>• No monthly service charge with an average daily balance of \$5,000. Otherwise, a \$10 monthly service charge applies.</li><li>• Up to 100 items free per month; \$0.20 per item over 100.</li><li>• Interest rate tiers begin at \$.01, \$50,000, \$100,000, \$250,000 and \$500,000.</li></ul>

# Business Money Market

New Account Name	Key Features & Updates
 <b>Money Market Account</b> Formerly Business Money Market	<ul style="list-style-type: none"><li>• No monthly service charge with an average daily balance of \$15,000 or more. Otherwise, \$20 monthly service charge.</li><li>• Interest rate tiers begin at \$0.01, \$10,000, \$25,000 and \$100,000.</li></ul>

For detailed information about the terms and conditions of these accounts as well as other changes that may apply, please see the **Account Terms, Disclosures and Agreement** in the back of this book.

# Getting the Credit You *Deserve*

First Financial offers a variety of credit opportunities for your needs.

If you currently have a personal or business loan or line of credit, here's what you need to know.



# Personal & Business Lending

## Personal Loans & Lines of Credit

Your CedarStone home equity loans, home equity lines of credit, vehicle loans and personal loans will transfer to First Financial with no changes to the terms of your loan unless otherwise notified.

- You will receive a monthly statement in the mail from First Financial for home equity loans, home equity lines of credit and overdraft and personal lines of credit.
- Beginning April 27, you may make loan payments at any First Financial banking center, through First Online Banking or Bill Pay, on ***first-online.bank***, or by mailing payments to:  
First Financial Bank  
PO Box 2122  
Terre Haute, IN 47802.
- Automatic payments will continue without interruption.

## Residential Mortgages

Your CedarStone residential mortgage loans will transfer to First Financial with no changes to the terms of your agreement.

- You'll continue to receive a statement if you currently receive one.
- Beginning April 27, you may make loan payments at any First Financial banking center, through First Digital Banking or Bill Pay, on ***first-online.bank***, or by mailing payments to:  
First Financial Bank  
PO Box 540  
Terre Haute, IN 47808
- Automatic payments will continue without interruption.

## Business Loans & Lines of Credit

Your CedarStone business loans will transfer to First Financial with no changes to the terms of your loan agreement.

## Credit Cards

Ownership and servicing of your current credit card(s) will remain with TIB and will not convert to First Financial. There are no changes to the terms of your existing credit card agreement. You will continue to receive statements if you currently receive one and you can continue making payments the same way you do today.

# Convenient Access to Your Accounts

## Banking Centers

Same friendly faces. Same locations. Same hours. The signs may have changed, but you'll still find banking at your banking centers to be the same as always. If you are ever traveling, you can visit any First Financial Banking center in Indiana, Illinois, Kentucky, Tennessee or Georgia. For a listing of all our locations, go to [first-online.bank/locations](https://www.first-online.bank/locations).

## ATMs

As a First Financial customer, you will have 24/7 access to any of our ATMs in Indiana, Illinois, Kentucky, Tennessee or Georgia free of charge. Beginning April 27, there will be a \$2 charge for each transaction at an ATM not owned by First Financial Bank.

## Your First Financial Contactless Visa® Debit Card

The First Financial Contactless Visa® Debit card is sure to become the go-to card in your wallet. Use your card to get cash, transfer funds and check balances at any First Financial ATM. Plus, you can add all of your First cards to your Digital Wallet so they are always at your fingertips. Use your card to make quick, easy and secure payments everywhere Visa® is accepted.

## Rewards Points for Our Personal Customers

When you make everyday purchases with your personal debit card or HELOC debit card, the Rewards points\* will add up. Use them to treat yourself to a night out, buy a gift or get that little extra something you've been wanting. PIN and ATM transactions do not earn Rewards points. You'll automatically begin to earn one reward point for every \$3 spent on signature transactions. At that time, you can go to [uchooserewards.com](https://www.uchooserewards.com) to register your debit card, view the points you earn and see your reward options.

## Automated Assistance Through the First Customer Account Line

Starting April 27, you can call the First Customer Account Line to get instant information about your First Financial checking, savings, CD, IRA and loan accounts, 24 hours a day. Just call 800.459.1672.



**ACTION:** Customers will be asked to set up a PIN the first time you call the First Customer Account Line.

## Personal Assistance From Our Contact Center

Whether you are a personal or business customer, our service specialists are ready to assist you. You can reach them at 800.511.0045.

\* uChoose Rewards is a registered trademark of Fiserv, Inc. PIN and ATM transactions do not earn Rewards points. First Visa® debit card signature transactions earn one point for every three dollars spent. First Platinum Mastercard® credit card transactions earn 1.5 points per dollar spent. Register your card and earn points for shopping with your First Financial Bank card! Redeem your points at [uChooseRewards.com](https://www.uchooserewards.com).

# Digital Tools that Keep Your Day *Moving*

Our personal and business digital banking tools have the features you want, to take care of business, wherever you need them.



# Digital Banking Services

Your First Financial Bank accounts are at your fingertips 24/7 with our digital banking tools. If you're currently a CedarStone online banking customer, you'll receive more information about the transfer of your online services separately. If you do not currently bank online, we encourage you to sign up after conversion by going to [first-online.bank](https://first-online.bank).

## Personal Digital Banking features

- Check your account balances.
- Search your transaction and payment history.
- Set personalized alerts sent by email or text to you.
- Pay bills, transfer funds and make loan payments.
- Send money to a family member or friend.
- Set up a budget, track spending and manage all your accounts at other banks in one place.
- Go paperless with free eStatements.
- Chat with our 24/7 digital assistant, Gabby.

## Business Digital Banking Features

- View your current account information, including check images, transaction details, statements and more.
- Pay bills electronically and view payment history.
- Send and receive secure messaging.
- See loan history.
- Stay in the know with alerts and notifications.
- Move your money—set up internal transfers.

## Take Advantage of Mobile Banking

Enjoy easy, fast and secure access to your accounts from your iPhone®, iPad® or Android™ device with a mobile banking app as unique as you are.<sup>1</sup>



Loaded with features, the free First Financial Bank Mobile banking app makes managing your accounts convenient.

Transfer funds, pay a bill, deposit a check, get account alerts, review balances and transactions, ask questions about your account(s) via chat, and more. Just download the app via the Apple® App Store™ or GooglePlay™.

1. Mobile data and text messaging charges may apply. Contact your mobile service provider for details.  
2. Apple Pay is not available at all retailers. Samsung Pay is available on select Samsung devices.  
3. Smartwatch apps available for enabled Apple® and Android™ devices only.  
Apple is a trademark of Apple Inc., registered in the U.S. and other countries. Apple Pay is a trademark of Apple Inc. Android, Google Pay, and the Android Logo are trademarks of Google Inc.  
© 2026 Samsung Pay is a registered trademark of Samsung Electronics Co., Ltd.

## Apple Pay™, Samsung Pay® and Google Pay™

Ever feel a touch of envy when you see other people using their phones to pay? You can easily make contactless payments with your First Financial Contactless Visa® Debit card using Apple Pay, Samsung Pay or Google Pay<sup>1,2</sup>—no wallet needed!

## Smartwatch App for iOS® and Android™

For our personal banking customers, the First Financial Smartwatch app for Apple Watch and Android Wear watches enables you to check your balance and see your past five transactions without logging in. Just enable Quick Balance using the First Mobile app and keep it up to date. Your watch will prompt you to refresh your login to mobile banking every 30 days.

You can find First Financial banking centers and ATMs nearby, and decide which accounts you prefer to see, including the order you want them displayed. You can see checking, savings or loan accounts you have enabled in First Mobile banking.



**ACTION:** The companion smartwatch app requires the First Mobile app and enrollment in both First Online and First Mobile banking.<sup>3</sup>

*We're here to help!*

If you have additional questions or need assistance, visit your local banking center.

— or —



[first-online.bank/cedarstone](https://first-online.bank/cedarstone)



**Now through April 24**  
Call 615.443.1411



**Beginning April 27**  
Call 800.511.0045

# Business Digital Services

For our Corporate Checking clients, we offer your business an integrated suite of powerful online banking services to help make managing your business account easier than ever. If you currently use Treasury Management products and bank online at CedarStone, you will receive a call with one of our TM Specialists.

## Business Online Banking Features

- View your current account information, including check images, transaction details, statements and more.
- Pay bills electronically and view payment history.
- Send and receive secure messaging.
- See loan history.
- Stay in the know with alerts and notifications.
- Move your money—set up internal transfers.
- Access up to 16 months of extended history.

### Business digital banking also provides access to these helpful banking services

- **Remote Deposit Capture**  
Deposit checks anytime, from anywhere
- **Automated Clearing House (ACH) origination**  
For routine transactions such as payroll direct deposit, vendor payments, direct debits and tax payments
- **Online Wire Transfer**  
Make domestic and international wire transfers
- **Positive Pay**  
An innovative ACH and check fraud deterrent
- **Business Bill Pay**  
Easy-to-use bill payment service
- **First Financial Bank Business Mobile App**  
All the features of business online banking on your Android™ phone or tablet, iPhone® or iPad®
- **Trusteer Rapport™**  
Software that provides additional security to businesses using online banking
- **QuickBooks® Sync**  
Easy-to-use money management tool that will save you time and money



## Personal Assistance From Our Treasury Management team

When conversion is complete, our service specialists are ready to assist you.



**Beginning April 27**

Call 855.776.0012

Monday - Friday

7am-5pm CT

### Business Text Banking

Receive information about your business accounts instantly by texting short commands from your smartphone or any wireless device that has internet access. It's a convenient, secure way to get account updates when you are on the go.

# Explore New *Opportunities*

We're excited to bring you products, features, and tools that enhance your experience no matter how you bank.



## Treasury Management Services

We offer businesses many ways to manage finances quickly and securely, including:

- **Lockbox Service**  
Streamline deposit processing and enable faster payment processing
- **Target Balance/Zero Balance Sweep**  
Move money nightly to and from a master account
- **Remote Deposit Capture**  
Deposit checks from your desktop and save a trip to the bank, plus speed up access to your money
- **Merchant Services**  
Fast, cost-effective service for just about any type of credit or debit card you may want to accept
- **Mobile Payment Processing**  
Turn your iPhone®, iPad® or Android™ device into a highly secure point-of-sale credit and debit card processor

## Wealth Management

For more than a century, First Wealth Management has helped families, organizations and businesses achieve financial goals. Team members are seasoned, flexible and client-focused with extensive experience in:

- Personal Trusts
- Estate Planning and Administration
- Investment Planning and Management
- Retirement Accounts
- Farm Management

## Credit Cards

### FOR INDIVIDUALS

#### First Financial Bank Platinum Mastercard®

Turn everyday purchases into exciting rewards. With the First Financial Bank Platinum Mastercard®, you'll enjoy a competitive annual percentage rate (APR), Platinum prestige and benefits, and earn Rewards points with every purchase you make. Redeem your points for brand name merchandise, travel, gift cards, experiences, charitable donations and more.

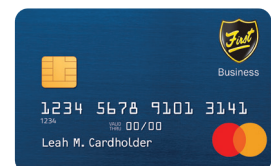


Apply online at [first-online.bank/credit-cards](https://first-online.bank/credit-cards) or at your local banking center.

### FOR BUSINESSES

#### First Financial Bank Business Mastercard®

Earn Rewards points on all your business purchases. Manage your business expenses and monitor your cash flow while earning points on every purchase. Points can be redeemed for travel, entertainment, electronics, gift cards, credit toward your statement balance and more.



Apply at your local banking center.

### FOR BUSINESSES

#### First Financial Bank Commercial Card

Minimize the space in your wallet and maximize your cash flow with this all-in-one card designed for businesses that have recurring vendor payments, travel expenses and fuel purchases.



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# **Consumer Account Terms, Disclosures & Agreement**

Effective with conversion of accounts and services  
from CedarStone as of April 27, 2026



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# FACTS

## WHAT DOES FIRST FINANCIAL CORPORATION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number</li> <li>• Income</li> <li>• Payment history</li> <li>• Transaction or loss history</li> <li>• Credit history</li> <li>• Credit scores</li> <li>• Electronic Banking Data</li> <li>• Contact Information</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Financial Corporation chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Financial Corporation share?	Can you limit this sharing?
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> Information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call Toll-free 800-511-0045 or 812-238-6000</li> <li>• Email us at: <a href="mailto:compliance@first-online.com">compliance@first-online.com</a></li> <li>• Mail the enclosed form</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call toll-free 800-511-0045 or 812-238-6000 or send an email to <a href="mailto:customercontact@first-online.com">customercontact@first-online.com</a>
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Who We Are	
<b>Who is providing this notice?</b>	First Financial Bank and its Affiliates.

What We Do		
<b>How does First Financial Corporation protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
<b>How does First Financial Corporation collect my personal information?</b>	We collect your personal information, for example, when you	
	<table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Use your credit or debit card</li> <li>• Apply for insurance</li> <li>• Engage in Electronic Banking</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Open an account</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> </ul>
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	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>	
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.	

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include:</i> <i>First Financial Bank and JBMM, LLC</i></li> </ul>
<b>Electronic Banking Data</b>	Data collected from electronic devices, such as your personal computer, tablet, or phone, used for engaging banking services, including, but not limited to, device settings, unique device identifiers, information about your location, and analytical information that may assist with diagnostics and performance. For your convenience, you may be asked to grant permission for access to your devices' geolocation data. This information may be collected when you use certain services that are dependent on your mobile device's location.
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>First Financial Corporation doesn't jointly market.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies</p> <ul style="list-style-type: none"> <li>• <i>First Financial Corporation does not share with nonaffiliates so they can market to you.</i></li> </ul>

**Mail-in Form**

**Mark any/all you want to limit:**

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.

<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Account #</b>	

Mail to: First Financial Corporation Operations Center  
Attn: Contact Center  
PO Box 2122  
Terre Haute, IN 47802



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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 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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Indiana 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 reproduced here. The purpose of this agreement 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 agreement 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 agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution 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 agreement 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 agreement should be construed so the singular includes the plural and the plural includes the singular.

## ARBITRATION PROVISION

**(a) Binding Arbitration.** If either you or we elect, both you and we agree that any Dispute (as defined below) will be resolved by

binding arbitration as provided in this section (the "Arbitration Provision") and not through litigation in any court. Both you and we agree that under this Arbitration Provision the parties are participating in transactions involving interstate commerce, and this Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. For the purposes of this Arbitration Provision, a "Dispute" includes, but is not limited to, any unresolved disagreement between you and us in any way arising from or relating to (i) your account, any service, transaction, debit card, your use of any of our banking locations, facilities or other means through which you access First Financial Bank, NA, (ii) claims based on broken promises or contracts, torts, or other wrongful actions, (iii) statutory, common law, or equitable claims, and (iv) disagreements about the meaning or application of this Arbitration Provision. "Dispute" does not include any claim about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph f, captioned "Class Action Waiver," paragraph g, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any Dispute which is subject to arbitration pursuant to this Arbitration Provision. If either you or we fail to submit to binding arbitration following the other party's demand, as permitted by this Arbitration Provision, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**(b) Arbitration Procedure and Limitation on Liability.** Unless Provision, either you or we may request a Dispute be arbitrated at any time, even if a lawsuit or other proceeding has been previously commenced, by giving written notice to the other party. If you request arbitration of any Dispute, you will notify us at First Financial Bank, NA, Post Office Box 540, Terre Haute, Indiana 47807 - Attention: Legal Department. If we request arbitration of a Dispute, we will notify you at your most recent address on our books and records. All aspects of each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), or such other administrator to which you and we may mutually agree, according to the Commercial Arbitration Rules or, if you are a consumer, the Consumer Arbitration Rules, as each may be amended, updated or replaced from time to time (the "AAA Rules"). To the extent that there is any conflict between the AAA Rules or other administrator rules and this Arbitration Provision, this Arbitration Provision shall control. There shall be a single arbitrator. The arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to banking. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Any award issued by an arbitrator shall be accompanied by a written reasoned opinion. Arbitration hearings will be held in the state of the United States in which your account is located. Your account is considered located in the following

state:

- If you opened your account in person, the state where you opened the account;
- If you opened your account by mail, internet or other remote means and you resided in a state where we had a branch at that time, the state where you resided; or
- If you opened your account by mail, internet or other remote means and you did not reside in a state where we had a branch at that time, Indiana.

PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**(c) Effect of Arbitration Award.** The arbitrator's award shall be final and binding on you and us, except for any right of appeal provided by the Federal Arbitration Act.

**(d) Rights Preserved.** This Arbitration Provision does not prohibit you or us from exercising any lawful rights or using other available remedies as set forth in the sections captioned "Liability" and "Resolving Account Disputes," to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver. All statutes of limitations or other defenses relating to the timeliness of the assertion of a Dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this agreement shall be deemed the commencement of an action for such purposes. This Arbitration Provision shall survive any payment to and/or from either party to the other, closure of any account, cancellation or expiration of any First Financial Bank, NA-issued debit card, termination of this agreement, and termination or amendment of any other relationship between you and us.

**(e) Fees and Expenses of Arbitration.** Unless inconsistent with applicable law, if the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

**(f) Class Action Waiver.** YOU WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS IN COURT OR ARBITRATION. YOU AND WE AGREE NOT TO SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS.

**(g) Severability.** If any provision in this Arbitration Provision dealing with class action, class arbitration, private attorney general action, other representative action, joinder or consolidation provided for in paragraph (f) is found to be illegal or unenforceable, that invalid provision shall not be severable and the entire Arbitration Provision shall be unenforceable. To the extent that any other part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder of the Arbitration Provision shall remain enforceable.

**ENFORCEMENT/WAIVER OF JURY TRIAL.** To the extent that the Arbitration Provision set forth in the above section is deemed unenforceable in its entirety, is not requested by either party, or is otherwise inapplicable to the claim and/or dispute at issue, this section shall control all claims and/or disputes between you and us. In the event either party brings a legal action to enforce this agreement or collect amounts owing as a result of any account

transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal, subject to any limits under applicable law. YOU WAIVE ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED TO YOUR ACCOUNT OR TO ANY DOCUMENTS EXECUTED IN CONNECTION WITH YOUR ACCOUNT, AND NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. YOU HEREBY AGREE THAT ALL CLAIMS, CAUSES OF ACTION OR OTHER ADJUDICABLE RIGHTS ARISING, DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY OTHER AGREEMENT WITH US SHALL BE INSTITUTED AND LITIGATED EXCLUSIVELY IN A STATE COURT IN THE STATE OF INDIANA LOCATED IN TERRE HAUTE, INDIANA OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA, LOCATED IN TERRE HAUTE, INDIANA AND YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN SUCH LOCATION.

**PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF LEGAL ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **LIABILITY**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account 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 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 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 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, or returned. 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, counterfeit 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 transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, we strongly encourage you to provide us with an itemized list of the deposit (deposit slip). If there are any discrepancies between the amounts shown on the itemized list of the deposit, if provided, and/or the amount we determine to be the actual deposit, we will notify you of the discrepancy. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

## **WITHDRAWALS**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals 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 who signs or has authority to make withdrawals 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, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, 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 any 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 your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any

loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection

titled **"A temporary debit authorization hold affects your account balance."**

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the 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. We can change our practice of paying, or not paying, discretionary 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 an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, through online banking, via the mobile app or by telephone, or by coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine

that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Note that items may not be processed in the order they are received.

Because of the various types of debit and credit transactions you may conduct, this information is intended only as a general overview of the posting of the most common debit and credit items. If you have specific questions about the posting order, please contact us for further detail.

The bank uses the available balance in your account to post items. The available balance represents the difference between the current balance and pending transactions (those credit and debit items that we have received but have not yet posted or deposits in which the availability has been delayed, pursuant to this agreement). The available balance does not include items of which we are not aware; only you know the totality of transactions or items you have made that will impact your balance.

Importantly, fees reduce your balance and could result in overdraft and NSF items. The best way to prevent overdraft and NSF items and to avoid resulting fees is to keep an accurate record of all your account activities and ensure that you always have sufficient funds available in your account to cover all of your transactions, including, but not limited to, holds placed for unavailable funds.

Posting Order: overview of common debit and credit items

- Credits: examples of credits include cash deposited at the teller line, funds available from pending deposits, ACH credits, posted deposits such as your paycheck, telephone and online banking credit transfers; posted in high to low order
- Priority Debits: an example of a priority debit is a force pay on a prior NSF item
- NSF Items: posted in low to high order
- Bank-initiated Debits: examples of bank-initiated debits include overdraft and NSF item fees; posted in low to high order
- Other Bank-initiated Debits: examples of other bank-initiated debits include a credit item that is returned unpaid and is charged-back to your account and credit reversals; posted in low to high order
- Priority Checks: an example of a priority check is a check cashed at the teller line; posted in serial number order
- Debit Transactions: examples of debit transactions include point of sale, recurring and ATM transactions; posted in order received
- Bill Pay Debits: posted in low to high order
- ACH Debits: posted in low to high order
- Scheduled Loan Payment Debits: posted in low to high order
- Debit Transfers: examples of transfers include telephone

and online banking debit transfers; posted in low to high order

- Other Checks: examples of other checks include checks presented by other institutions and businesses, and checks used for loan payments; posted in serial number order
- Fees: examples of fees include replacement debit and ATM card fees, paper statement fees, foreign ATM fees and account service charges; posted in low to high order

## **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 and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

**Joint Account - With Survivorship (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.

**Revocable Trust Account/In Trust For (pursuant to the Multiple Party Account statutes in Indiana Code ch. 32- 17-11 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type may:

(1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.)** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares unless otherwise designated in writing, without right of survivorship. The person(s) creating this account type may: (1) change

beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Additional Transfer on Death Property Act Rules** - If there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

## **STOP PAYMENTS**

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 stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## **TRANSFER LIMITATIONS**

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). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

### **AMENDMENTS AND TERMINATION**

We may change or amend this agreement in any way, including by modifying any term of this agreement, deleting any term of this agreement, or adding any new term to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes or amendments, we will give you reasonable notice in writing or by any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

In general, we will provide at least thirty (30) days advance written notice of change before the effective date of any change or amendment to this agreement. However, we may determine, in our sole discretion, that the nature of the change or amendment requires an effective date sooner than thirty (30) days. This may occur because, for example, it is impractical or inadvisable to wait thirty (30) days. In the event we do not provide at least thirty (30) days advance written notice of change, reasonable notice will depend on the circumstances, and in some cases, it might be reasonable for us to give you a notice of change after the effective date. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice. The method of delivering a notice of change, including a notice of any change or amendment to this agreement, shall be deemed reasonable if given in writing by mail, by any electronic communication method to which you have agreed, or on (or with) a periodic account statement.

Unless otherwise indicated in the notice of change, if we have notified you of a change or amendment to this agreement and you continue to have your account after the effective date, you have accepted and agreed to the new or modified terms. You should carefully review any notice of change, and any communications we send you regarding such notice of change, as the notice and any associated documentation will provide important information of which you need to be aware. We reserve the right, in our sole discretion, to waive any term of this agreement with or without notice to you. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided

separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

### **CORRECTION OF CLERICAL ERRORS**

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

### **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 any notice in time to have a reasonable opportunity to act on it. If a 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. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

### **STATEMENTS**

Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures or alterations 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 we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Your duty to report other errors or problems** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, 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 a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

## **ACCOUNT TRANSFER**

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

## **REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS**

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from 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 available legal remedy to recover the amount of our liability.

## **TEMPORARY ACCOUNT AGREEMENT**

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account

or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## **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 for the partnership debt. If your debt arises from a 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 does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## **AUTHORIZED SIGNER (INDIVIDUAL ACCOUNTS ONLY)**

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

## **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 \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

## **FACSIMILE SIGNATURES**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or

by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

### CHECK PROCESSING

We process items mechanically by relying almost exclusively 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, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that 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 who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash 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.

### ENDORSEMENTS

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 1/2" 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 1/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

### DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

### FIDUCIARY ACCOUNTS

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the 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 understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

### CREDIT VERIFICATION

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

### LEGAL ACTIONS AFFECTING YOUR ACCOUNT

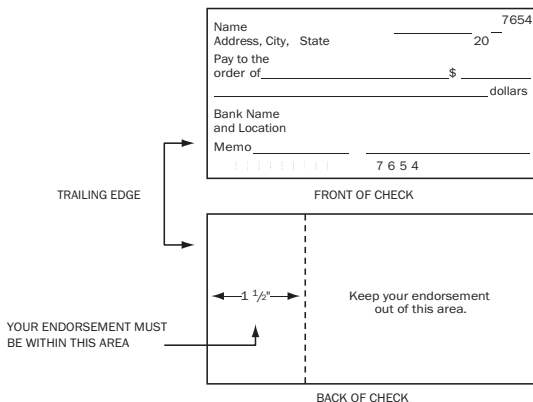
If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

### ACCOUNT SECURITY

#### Your duty to protect account information and methods of access

- Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and



identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers 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.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that 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 services we offered. You will not be 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. 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.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, 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). 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 swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**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. Please review the additional information you have received or will receive regarding transfers 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, if 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.

## **INSTRUCTIONS FROM YOU**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

## **MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS**

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 such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone 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.

You acknowledge that the number we use to contact you may be 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 acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

## **CLAIM OF LOSS**

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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 loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss.

You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred 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 pursue your rights or, at our option, assign them to us 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.

## **EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS)**

We may impose early withdrawal penalties on a withdrawal 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 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. See your separately provided notice of penalty for early withdrawal for additional information.

## **CHANGES IN NAME AND CONTACT INFORMATION**

You are responsible for notifying us of any change in your name,

address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

### **RESOLVING ACCOUNT DISPUTES**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of 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.

### **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.

### **FUNDS TRANSFERS**

Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. 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 so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

### **PLEDGES**

Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

### **POWER OF ATTORNEY**

You may wish to appoint an agent to conduct transactions on your

behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. 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.

### **STALE-DATED CHECKS**

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

### **FDIC INSURANCE**

Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

### **UNCLAIMED PROPERTY**

The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

### **UTMA ACCOUNTS**

Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's

responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

### **BACKUP WITHHOLDING/TIN CERTIFICATION**

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor. Informal (Revocable)

Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

### **LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS**

Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim

is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

### **CHANGING ACCOUNT PRODUCTS**

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

### **TRANSACTIONS BY MAIL**

You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

### **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 warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our 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.

### **REMOTELY CREATED CHECKS**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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 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 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.

### UNLAWFUL INTERNET GAMBLING NOTICE

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### NOW CHECKING ACCOUNT ORGANIZATION

We have organized your NOW checking account in a nontraditional way. Your NOW checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW checking account operates and the way a traditionally organized NOW checking account operates, but this organization makes us more efficient and helps to keep costs down.

### HEALTH SAVINGS ACCOUNTS (HSA)

For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or

reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

### INTERNATIONAL ACH TRANSACTIONS

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

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 to 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 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 or savings 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.

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

**Telephone Banking Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (812) 238-6736 or 800-459-1672 using your personal identification number and a touch tone phone, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us

- make payments from savings to loan accounts with us
- get information about:
  - the account balance of checking account(s)
  - deposits to checking accounts
  - withdrawals from checking accounts
  - the account balance of savings account(s)
  - deposits to savings accounts
  - withdrawals from savings accounts

Please 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 ATM using your ATM Card and personal identification number or Debit Card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - dollar limitations will be established at card issuance
- get cash withdrawals from savings account(s)
  - dollar limitations will be established at card issuance
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
  - the account balance of your checking account(s)
  - the account balance of your savings account(s)

Some of these services may not be available at all terminals.

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

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations - Using your card:**

- dollar limit will be established at card issuance

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network. \*Visa Rules generally define PIN-Debit Network as a non-Visa

debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**First Online Transfers - types of transfers, dollar limitations and charges** - You may access your account(s) by computer through the internet by logging onto our website at first-online.bank and using your user name and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
  - you may transfer no more than \$10,000.00 per transaction; \$20,000.00 per day
  - there is an expedited Bill Pay fee of \$25.00 per payment
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - deposits to checking accounts
  - withdrawals from checking accounts
  - the account balance of savings account(s)
  - deposits to savings accounts
  - withdrawals from savings accounts
  - balance and payment history of loans
- make person-to-person payments
- make external transfers to another financial institution

**Mobile Banking Transfers - types of transfers, dollar limitations and charges** - You may access your account(s) through the browser on your mobile device at first-online.bank or by downloading our mobile banking app and using your user name and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
  - you may transfer no more than \$10,000.00 per transaction; \$20,000.00 per day
  - there is an expedited Bill Pay fee of \$25.00 per payment
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - deposits to checking accounts
  - withdrawals from checking accounts
  - the account balance of savings account(s)
  - deposits to savings accounts
  - withdrawals from savings accounts
  - balance and payment history of loans
- deposit checks to your accounts using Remote Deposit
- make person-to-person payments

You may be charged access fees by your cell phone provider based on your individual plan. A data plan is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for

example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card or similar order to third parties are limited to six per statement cycle (for those accounts providing monthly statements) or calendar month.
- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle (for those accounts providing monthly statements) or calendar month with no transfers by check, draft, debit card, or similar order to third parties.

## FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- You will be charged \$2.00 for each transaction at an ATM not owned by First Financial Bank.
- There is a charge of \$10.00 to replace an ATM card.
- There is a charge of \$15.00 to replace a debit card.

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 800-511-0045 or 800-459-1672, or contact us through Online Banking 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 a statement at least quarterly.

## 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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.  
Please refer to our separate fee schedule 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.

## 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 will 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 reasonable precautions that we have taken.
- (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
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

## 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 Limits on Liability for 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 Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. 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.

## 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 Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for 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.

You may ask for copies of the documents that we used in our investigation.

First Financial Bank, NA  
Attn: Bookkeeping  
BO Box 2122  
Terre Haute, IN 47802

Business Days: Monday through Friday excluding federal holidays  
Phone: (812) 238-6000 or 800-511-0045

More detailed information is available on request

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked

and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. 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. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be 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 before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing 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 you make a deposit at an ATM before 6:00 PM Eastern on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6:00 PM Eastern or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business

day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions** - 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 \$6,725 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 seventh 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 \$6,725 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 (and you may have to use a special deposit slip). The excess over \$6,725 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 \$6,725 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 eleventh business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect

to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If 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  
Attn: Check 21 Errors  
PO Box 2122  
Terre Haute, IN 47802

812-238-6781 or 800-511-0045

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, the date of the check, the name of the person to whom you wrote the check, and the account number.

### **COMMON FEATURES**

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

## **TRUTH-IN-SAVINGS DISCLOSURE**

### **INTEREST CHECKING ACCOUNT**

An interest-bearing checking account that provides customers with unlimited check writing, and no monthly service charge with either a \$500.00 average daily balance or at least 25 debit card point of sale transactions per statement cycle.

**Rate Information** - At our discretion, your interest rate and annual percentage yield may change at any time. Please refer to our current rate schedule or contact us at 800-511-0045 for your current rate.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly service charge fee will be imposed every statement cycle if the average daily balance for the cycle falls below \$500.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. See our separate fee schedule for details. The service charge will also be waived if you have at least 25 point-of-sale transactions during the statement cycle.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

This is a tiered-rate account. The tier ranges are as follows:

Tier 1 - \$2,000.00 and above

Tier 2 - \$1,999.99 or less

### **FIRST FREE CHECKING ACCOUNT**

*(Grandfathered Product in Hawesville KY, Bowling Green KY, Lewisport KY, Cloverport KY, Madisonville KY, Dayton TN, Benton TN, Chattanooga TN, Cleveland TN, Decatur TN, Harriman TN, Rockwood TN, Soddy-Daisy TN, Spring City TN, Rossville GA, Ringgold GA, Flintstone GA, Lebanon TN, Nashville TN, Mt Juliet TN markets)*

A non-interest bearing checking account that provides you with unlimited check writing and no minimum balance.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Fees** - See our separate fee schedule for details.

## MONEY MARKET ACCOUNT

A money market account that earns a higher rate of return based on your account balance. There is no monthly service charge when you maintain an average daily balance of \$15,000.00 or more.

**Rate Information** - At our discretion, your interest rate and annual percentage yield may change at any time. Please refer to our current rate schedule or contact us at 800-511-0045 for your current rate.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$500.00 to open this account.

**Minimum balance to avoid imposition of fees** - A monthly service charge fee will be imposed each monthly statement cycle if the average daily balance for the monthly statement cycle falls below \$15,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. See our separate fee schedule for details.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

This is a tiered-rate account. The tier ranges are as follows:

Tier 1 - \$100,000.00 and above

Tier 2 - \$25,000.00 - \$99,999.99

Tier 3 - \$10,000.00 - \$24,999.99

Tier 4 - \$9,999.99 or less

## SAVINGS ACCOUNT

This account is a basic savings account earning a flat rate of interest with no service charge when an average daily balance of at least \$300 is maintained.

**Rate Information** - At our discretion, your interest rate and annual percentage yield may change at any time. Please refer to our current rate schedule or contact us at 800-511-0045 for your current rate.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee will be imposed each statement cycle if the average daily balance for the quarterly statement cycle falls below \$300.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. See our separate fee schedule for details. This fee is waived for minors under the age of 18, or for customers age 62 or older.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the

deposit of noncash items (for example, checks).

**Transaction limitations** - Transfers from a Savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

## YOUNG SAVERS ACCOUNT

A special savings program for kids up to the age of 18. The minimum opening deposit is just \$1.00, the account earns interest and there is no monthly service fee.

**Rate Information** - At our discretion, your interest rate and annual percentage yield may change at any time. Please refer to our current rate schedule or contact us at 800-511-0045 for your current rate.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$1.00 to open this account. No monthly service charge for minors under the age of 18. When the account holder reaches 18 years of age, this account will be subject to the same minimum balance requirement as the Savings account.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction limitations** - Transfers from a Young Savers account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

## SENIOR SAVINGS ACCOUNT

Interest-earning savings account for customers age 62 and older.

**Rate Information** - At our discretion, your interest rate and annual percentage yield may change at any time. Please refer to our current rate schedule or contact us at 800-511-0045 for your current rate.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$1.00 to open this account. No monthly service charge for customers age 62 or older. Until the account holder reaches 62 years of age, this account will be subject to the same minimum balance requirement as the Savings account.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction limitations** - Transfers from a Senior Savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

# FIRST FINANCIAL BANK RATE & FEE SCHEDULE

Interest rates and annual percentage yields are accurate as of January 30, 2026.

Personal Accounts	
<b>Interest Checking Account</b> Minimum Opening Balance: \$50.00 Average Daily Balance to Avoid Monthly Fee: \$500.00 or fee waived with 25 point-of-sale transactions during statement cycle Tiered-Rate Account: Tier 1 - \$2,000.00 and above Tier 2 - \$1,999.99 or less  If your daily collected balance is between \$0.01 - \$1,999.99, the interest rate paid on the entire collected balance in your account will be 0.05% with an Annual Percentage Yield of 0.05% If your daily collected balance is \$2,000.00 and above, the interest rate paid on the entire collected balance in your account will be 0.05% with an Annual Percentage Yield of 0.05%	Monthly Fee \$4.00
<b>First Free Checking Account (Grandfathered Product)</b> Minimum Opening Balance: \$50.00	Monthly Fee No Charge
<b>Money Market Account</b> Minimum Opening Balance: \$500.00 Average Daily Balance to Avoid Monthly Fee: \$15,000.00 Tiered-Rate Account: Tier 1 - \$100,000.00 and above Tier 2 - \$25,000.00 to \$99,999.99 Tier 3 - \$10,000.00 to \$24,999.99 Tier 4 - \$9,999.99 or less  If your daily collected balance is between \$0.01 - \$9,999.99, the interest rate paid on the entire collected balance in your account will be 0.05% with an Annual Percentage Yield of 0.05% If your daily collected balance is between \$10,000.00 - \$24,999.99, the interest rate paid on the entire collected balance in your account will be 0.10% with an Annual Percentage Yield of 0.10% If your daily collected balance is between \$25,000.00 - \$99,999.99, the interest rate paid on the entire collected balance in your account will be 0.30% with an Annual Percentage Yield of 0.30% If your daily collected balance is \$100,000.00 and above, the interest rate paid on the entire collected balance in your account will be 0.30% with an Annual Percentage Yield of 0.30%	Monthly Fee \$20.00
<b>Savings Account</b> Minimum Opening Balance: \$100 Average Daily Balance to Avoid Quarterly Service Charge: \$300.00 or fee waived for minors under age of 18 and customers Age 62 or older Interest Rate (Rate): 0.05% Annual Percentage Yield (APY): 0.05%	Quarterly Service Charge \$4.00
<b>Young Savers Account</b> Minimum Opening Balance: \$1.00 Subject to \$300.00 Average Daily Balance once account holder reaches age 18 Interest Rate (Rate): 0.05% Annual Percentage Yield (APY): 0.05%	Monthly Fee No Charge
<b>Senior Savings Account</b> Minimum Opening Balance: \$1.00 Subject to \$300.00 Average Daily Balance until account holder reaches age 62 Interest Rate (Rate): 0.05% Annual Percentage Yield (APY): 0.05%	Monthly Fee No Charge
Electronic Banking	
<b>ATM Transactions</b> First Financial Bank ATMs Transaction Fee if ATM Owned by Other Financial Institution ATM Card Replacement Debit Card Replacement Expedited ATM/Debit Card Replacement	No Charge \$2.00 \$10.00 \$15.00 \$50.00
Account Services	
<b>Non-Sufficient Funds/Returned Item Fee (per item)</b> <b>Overdraft Fee (per item)</b>	\$38.00 \$38.00

# FIRST FINANCIAL BANK RATE & FEE SCHEDULE

Interest rates and annual percentage yields are accurate as of January 30, 2026.

<b>Overdraft Protection</b> <i>(per transfer)</i>	
Preauthorized Transfer from Savings or Checking to Checking Per Transfer Fee	\$12.00
<b>Account Services</b>	
<b>Stop Payment</b> <i>(per item)</i>	\$33.00
<b>Expedited Bill Pay</b> <i>(per payment)</i>	\$25.00
<b>Telephone Transfer</b> <i>(per transfer)</i>	\$10.00
<b>Dormant Account Fee</b> <i>(per month)</i>	\$5.00
<b>Paper Statement Fee</b> <i>(per statement)</i>	\$3.00
<b>Interim Statement Fee</b> <i>(per statement)</i>	\$5.00
<b>Transaction and/or Check Copy Fee</b> <i>(per copy)</i>	\$3.00
<b>STAMP Medallion Signature Guarantee</b> <i>(per transaction)</i>	\$50.00
<b>Letter of Verification of Balance</b>	\$5.00
Each Additional Letter	\$1.00
<b>Printed Checks Fee</b>	Varies
<b>Excessive Savings Withdrawal Fee</b> <i>(per month)</i>	\$5.00
<b>Counter Check</b> <i>(per check)</i>	\$2.50
<b>Other Services Fees</b>	
<b>Account Closing</b>	
Within 6 months (180 Days) of opening	\$15.00
<b>Cashier's Check</b>	\$5.00
<b>Money Order</b>	\$5.00
<b>Wire Transfers</b>	
<b>Domestic</b>	
Incoming	\$20.00
Outgoing	\$25.00
<b>International</b>	
Incoming	\$20.00
Outgoing	\$90.00

# COURTESY COVERAGE

**As a First Financial Bank, NA ("Bank") checking account holder, you may be eligible for First Courtesy Coverage.**

**If your account is jointly owned, references hereinafter to "you" or "your" may mean and include all owners of the account, as applicable.**

## **What is First Courtesy Coverage?**

First Courtesy Coverage is a program in which the Bank, in its sole discretion, may elect to allow checks, debits and electronic payments to be made when sufficient funds are not available in your checking account. First Courtesy Coverage is not a line of credit; however, First Courtesy Coverage may offer you protection against inadvertent overdrafts and the inconvenience and expense of dealing with returned payments or having electronic transactions declined.

## **How Do I Obtain First Courtesy Coverage?**

If you meet the eligibility requirements for First Courtesy Coverage you will be automatically enrolled in First Courtesy Coverage. You may opt-out of First Courtesy Coverage at any time. You may also opt-in at any subsequent time, so long as you continue to meet the eligibility requirements.

## **What Are the Eligibility Requirements for First Courtesy Coverage?**

First Courtesy Coverage is not available for all checking accounts. For example, it is not available for Start Fresh and certain "club" checking accounts. For those accounts which First Courtesy Coverage is available, customers must meet and continue to maintain certain eligibility criteria. However, the Bank may discontinue First Courtesy Coverage, as to any customer or any account, at any time and from time to time, in the Bank's sole discretion. Eligibility criteria for First Courtesy Coverage are generally described as follows:

- You provide and maintain complete and accurate contact and identifying information with the Bank;
- You make deposits to your checking account on a consistent basis;
- Your account is not overdrawn for 31 or more days, consecutively;
- You are not 90 days past due on any loan you have with the Bank;
- You do not have loans with the Bank which are uncollected;
- You have not arranged to have the Bank charge your credit card in the event you overdraw your account;
- You have not arranged to have the Bank charge your line of credit in the event you overdraw your account;
- You are not the subject of a bankruptcy proceeding or your accounts at the Bank are not subject to any legal or administrative order of garnishment or levy; and
- Your account is not overdrawn by more than the First Courtesy Coverage limit applicable to your account.

## **What Types of Transactions May Be Covered by First Courtesy Coverage?**

- Checks;
- Automated Clearing House ("ACH") transactions such as, but not limited to, bill payments using your checking account number;
- Computer and telephone banking transactions; and
- Recurring transactions using your debit card such as, but not limited to, utility payments.

You may elect First Courtesy Coverage for ATM withdrawals or transfers and debit card transactions that are non-recurring payments such as, but not limited to, retail purchases, by communicating with us that you want to opt-in to First Courtesy Coverage for such transactions. The easiest way to notify us is to

simply call us at 812-238-6000 or toll free at 800-511-0045. You may also notify branch staff during a visit.

## **How Does First Courtesy Coverage Work?**

When enrolled in First Courtesy Coverage, when a payment is presented against your checking account and sufficient funds are not available to make that payment, and you are within the limit of First Courtesy Coverage prescribed for your account, the Bank may elect to allow the payment from your account rather than return or decline it, in which case a fee of \$38.00 (the "Standard Overdraft Fee") will be assessed for each such payment. The Standard Overdraft Fee, as well as the payment itself, will be subtracted from the First Courtesy Coverage limit. More than one Standard Overdraft Fee may be assessed against the account per day, depending on the number of payments presented against, and other withdrawals made, from the account. The Bank will immediately notify you by mail each time your account is overdrawn.

## **What If I Overdraw My Account Beyond the First Courtesy Coverage Limit?**

Payments presented to the Bank that exceed the First Courtesy Coverage limit will be returned and a nonsufficient funds fee of \$38.00 (the "Standard Nonsufficient Funds Fee") will be assessed.

## **What Are the First Courtesy Coverage Limits?**

Initially, your First Courtesy Coverage limit will be \$100.00. After 30 days, the limit may be increased to \$750.00 if you continue to meet the eligibility requirements. You will be notified any time a change to your First Courtesy Coverage limit occurs.

Importantly, your First Courtesy Coverage limit will include any fees you may incur such as, but not limited to, Standard Nonsufficient Funds and Standard Overdraft Fees.

## **In What Order Does the Bank Post Transactions?**

The order in which transactions received each day for payment are posted to your account is important when sufficient funds may not be available to pay all of the transactions being presented and may impact the total amount of fees assessed. Because of the various types of debit and credit transactions you may conduct, this information is intended only as a general overview of the posting of the most common debit and credit items.

## **Posting Order: overview of common debit and credit items**

- Credits: examples of credits include cash deposited at the teller line, funds available from pending deposits, ACH credits, posted deposits such as your paycheck, telephone and online banking credit transfers; posted in high to low order;
- Priority Debits: an example of a priority debit is a force pay on a prior NSF item,
- NSF Items: posted in low to high order
- Bank-initiated Debits: examples of bank-initiated debits include overdraft and
- NSF item fees; posted in low to high order;
- Other Bank-initiated Debits: examples of other bank-initiated debits include a credit item that is returned unpaid and is charged-back to your account and credit reversals; posted in low to high order;
- Priority Checks: an example of a priority check is a check cashed at the teller line; posted in serial number order;
- Debit Transactions: examples of debit transactions include point of sale, recurring and ATM transactions; posted in order received;
- Bill Pay Debits: posted in low to high order;
- ACH Debits: posted in low to high order;
- Scheduled Loan Payment Debits: posted in low to high order;
- Debit Transfers: examples of transfers included telephone and online banking debit transfers; posted in low to high

order;

- Other Checks: examples of other checks include checks presented by other institutions and business, and checks used for loan payments; posted in serial number order;
- Fees: examples of fees included replacement debit and ATM card fees, paper statement fees, foreign ATM fees and account service charges; posted in low to high order

#### **How Quickly Do I Need to Deposit Funds to Pay An Overdraft?**

Our expectation is that you will immediately deposit funds to bring your account to a positive balance. If you do not deposit funds to bring your account to a positive balance within 10 calendar days, the Bank will notify you by mail. If your account remains overdrawn for 30 consecutive days, First Courtesy Coverage will be suspended until your account is returned to a positive balance. You will be notified by mail each time First Courtesy Coverage is suspended or reinstated.

#### **Are There Circumstances In Which the Bank May Elect to Not Allow Payments To Be Made From My Account Even Though I Am Enrolled in First Courtesy Coverage?**

Yes. First Courtesy Coverage is neither a line of credit nor a contract that require the Bank to allow any payment from your account when sufficient funds are not available. In its sole discretion, the Bank may elect not to allow payments presented against your account when sufficient funds are not available. By way of example and not limitation, the Bank may elect not to allow a payment from your account if you have exceeded the First Courtesy Coverage limit, you no longer meet eligibility requirements, or the Bank suspects fraud. In such cases, Standard Nonsufficient Funds Fees may be assessed depending on the types of transactions and the circumstances.

#### **How Do I Opt-Out of First Courtesy Coverage?**

If you should choose to have First Courtesy Coverage removed from your account, the easiest way to notify us is to simply call us at 812-238-6000 or toll free at 800-511-0045. You may also notify branch staff during a visit. First Courtesy Coverage will be removed promptly.

#### **What Other Products Does the Bank Offer to Pay Overdrafts?**

Besides First Courtesy Coverage, the Bank offers two additional solutions to pay overdrafts. The first is preauthorized transfers from your savings account ("PATS"), which automatically transfers funds from your savings account when sufficient funds are not available in your checking account. The fee for this service is \$12.00 per transfer. Please be aware that Federal regulations permit only 6 preauthorized transfers from a savings account per statement cycle - please refer to your Truth in Savings disclosure for additional information.

The second solution is an Overdraft Line of Credit, which is a revolving line of credit that will transfer funds in \$100 increments when sufficient funds are not available in your checking account. There is a \$5.00 participation fee assessed monthly. Minimum repayment of amounts transferred from your Line of Credit will be 5.000% of your outstanding balance plus all accrued interest, or \$50.00, whichever is greater, or the balance if less than \$50.00. Please be aware that the Overdraft Line of Credit is a consumer loan and that credit approval is required.

#### **Additional Information**

First Courtesy Coverage is not a line of credit. The Bank is not obligated to allow any payment to be drawn from your account if sufficient funds are not available. Any time you overdraw your account, you agree to immediately deposit funds to bring your account to a positive balance which will include paying the Bank all Standard Overdraft and Nonsufficient Funds Fees assessed without further notice or demand

First Courtesy Coverage is non-contractual and may be changed or withdrawn at any time by the Bank, in its sole discretion. The

Bank will promptly send you notification of any change to your First Courtesy Coverage. The Bank may, without prior notice and when permitted by law, setoff funds in your account against amounts owed to the Bank now or in the future. Credit agencies may be notified if you do not promptly return your account to a positive balance which will include paying the Bank all Standard Overdraft and Nonsufficient Funds Fees assessed.

It is the policy of the Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The terms and conditions of your account control the duties, obligations and rights of the depositor, the authorized signatories, and the Bank with regard to your deposit accounts.

# **Business Account Terms, Disclosures & Agreement**

Effective with conversion of accounts and services  
from CedarStone as of April 27, 2026



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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 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.

## AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Indiana 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 reproduced here. The purpose of this agreement 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 agreement 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 agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution 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 agreement 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 agreement should be construed so the singular includes the plural and the plural

includes the singular.

## ARBITRATION PROVISION

**(a) Binding Arbitration.** If either you or we elect, both you and we agree that any Dispute (as defined below) will be resolved by binding arbitration as provided in this section (the "Arbitration Provision") and not through litigation in any court. Both you and we agree that under this Arbitration Provision the parties are participating in transactions involving interstate commerce, and this Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. For the purposes of this Arbitration Provision, a "Dispute" includes, but is not limited to, any unresolved disagreement between you and us in any way arising from or relating to (i) your account, any service, transaction, debit card, your use of any of our banking locations, facilities or other means through which you access First Financial Bank, N.A., (ii) claims based on broken promises or contracts, torts, or other wrongful actions, (iii) statutory, common law, or equitable claims, and (iv) disagreements about the meaning or application of this Arbitration Provision. "Dispute" does not include any claim about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph f, captioned "Class Action Waiver," paragraph g, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any Dispute which is subject to arbitration pursuant to this Arbitration Provision. If either you or we fail to submit to binding arbitration following the other party's demand, as permitted by this Arbitration Provision, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**(b) Arbitration Procedure and Limitation on Liability.** Unless otherwise expressly limited in this Arbitration Provision, either you or we may request a Dispute be arbitrated at any time, even if a lawsuit or other proceeding has been previously commenced, by giving written notice to the other party. If you request arbitration of any Dispute, you will notify us at First Financial Bank, N.A. Post Office Box 540, Terre Haute, Indiana 47807 - Attention: Legal Department. If we request arbitration of a Dispute, we will notify you at your most recent address on our books and records. All aspects of each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), or such other administrator to which you and we may mutually agree, according to the Commercial Arbitration Rules or, if you are a consumer, the Consumer Arbitration Rules, as each may be amended, updated or replaced from time to time (the "AAA Rules"). To the extent that there is any conflict between the AAA Rules or other administrator rules and this Arbitration Provision, this Arbitration Provision shall control. There shall be a single arbitrator. The arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to banking. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor

shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Any award issued by an arbitrator shall be accompanied by a written reasoned opinion. Arbitration hearings will be held in the state of the United States in which your account is located. Your account is considered located in the following state:

- If you opened your account in person, the state where you opened the account;
- If you opened your account by mail, internet or other remote means and you resided in a state where we had a branch at that time, the state where you resided; or
- If you opened your account by mail, internet or other remote means and you did not reside in a state where we had a branch at that time, Indiana.

**PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(c) Effect of Arbitration Award.** The arbitrator's award shall be final and binding on you and us, except for any right of appeal provided by the Federal Arbitration Act.

**(d) Rights Preserved.** This Arbitration Provision does not prohibit you or us from exercising any lawful rights or using other available remedies as set forth in the sections captioned "Liability" and "Resolving Account Disputes," to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver. All statutes of limitations or other defenses relating to the timeliness of the assertion of a Dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this agreement shall be deemed the commencement of an action for such purposes. This Arbitration Provision shall survive any payment to and/or from either party to the other, closure of any account, cancellation or expiration of any First Financial Bank, NA.-issued debit card, termination of this agreement, and termination or amendment of any other relationship between you and us.

**(e) Fees and Expenses of Arbitration.** Unless inconsistent with applicable law, if the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

**(f) Class Action Waiver. YOU WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS IN COURT OR ARBITRATION. YOU AND WE AGREE NOT TO SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS.**

**(g) Severability.** If any provision in this Arbitration Provision dealing with class action, class arbitration, private attorney general action, other representative action, joinder or consolidation provided for in paragraph (f) is found to be illegal or unenforceable, that invalid provision shall not be severable and the entire Arbitration Provision shall be unenforceable. To the extent that any other part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder of the Arbitration Provision shall remain enforceable.

**ENFORCEMENT/WAIVER OF JURY TRIAL. To the extent that the**

**Arbitration Provision set forth in the above section is deemed unenforceable in its entirety, is not requested by either party, or is otherwise inapplicable to the claim and/or dispute at issue, this section shall control all claims and/or disputes between you and us.** In the event either party brings a legal action to enforce this agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal, subject to any limits under applicable law. YOU WAIVE ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED TO YOUR ACCOUNT OR TO ANY DOCUMENTS EXECUTED IN CONNECTION WITH YOUR ACCOUNT, AND NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. YOU HEREBY AGREE THAT ALL CLAIMS, CAUSES OF ACTION OR OTHER ADJUDICABLE RIGHTS ARISING, DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY OTHER AGREEMENT WITH US SHALL BE INSTITUTED AND LITIGATED EXCLUSIVELY IN A STATE COURT IN THE STATE OF INDIANA LOCATED IN TERRE HAUTE, INDIANA OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA, LOCATED IN TERRE HAUTE, INDIANA AND YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN SUCH LOCATION.

**PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF LEGAL ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **LIABILITY**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account 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 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 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 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, or returned. 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, counterfeit 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 transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, we strongly encourage you to provide us with an itemized list of the deposit (deposit slip). If there are any discrepancies between the amounts shown on the itemized list of the deposit, if provided, and/or the amount we determine to be the actual deposit, we will notify you of the discrepancy. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

## **WITHDRAWALS**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals 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 who signs or has authority to make withdrawals 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, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, 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 any 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 your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error

or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions

and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the 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. We can change our practice of paying, or not paying, discretionary 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 an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, through online banking, via the mobile app or by telephone, or by coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money

when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Note that items may not be processed in the order they are received.

Because of the various types of debit and credit transactions you may conduct, this information is intended only as a general overview of the posting of the most common debit and credit items. If you have specific questions about the posting order, please contact us for further detail.

The bank uses the available balance in your account to post items. The available balance represents the difference between the current balance and pending transactions (those credit and debit items that we have received but have not yet posted or deposits in which the availability has been delayed, pursuant to this agreement). The available balance does not include items of which we are not aware; only you know the totality of transactions or items you have made that will impact your balance.

Importantly, fees reduce your balance and could result in overdraft and NSF items. The best way to prevent overdraft and NSF items and to avoid resulting fees is to keep an accurate record of all your account activities and ensure that you always have sufficient funds available in your account to cover all of your transactions, including, but not limited to, debit holds placed by merchants.

Posting Order: overview of common debit and credit items

- Credits: examples of credits include cash deposited at the teller line, funds available from pending deposits, ACH credits, posted deposits such as your paycheck, telephone and online banking credit transfers; posted in high to low order
- Priority Debits: an example of a priority debit is a force pay on a prior NSF item
- NSF Items: posted in low to high order
- Bank-initiated Debits: examples of bank-initiated debits include overdraft and NSF item fees; posted in low to high order
- Other Bank-initiated Debits: examples of other bank-initiated debits include a credit item that is returned unpaid and is charged-back to your account and credit reversals; posted in low to high order
- Priority Checks: an example of a priority check is a check cashed at the teller line; posted in serial number order

- Debit Transactions: examples of debit transactions include point of sale, recurring and ATM transactions; posted in order received
- Bill Pay Debits: posted in low to high order
- ACH Debits: posted in low to high order
- Scheduled Loan Payment Debits: posted in low to high order
- Debit Transfers: examples of transfers include telephone and online banking debit transfers; posted in low to high order
- Other Checks: examples of other checks include checks presented by other institutions and businesses, and checks used for loan payments; posted in serial number order
- Fees: examples of fees include replacement debit and ATM card fees, paper statement fees, foreign ATM fees and account service charges; posted in low to high order

## **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**

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 stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive

the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## **TRANSFER LIMITATIONS**

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). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

## **AMENDMENTS AND TERMINATION**

We may change or amend this agreement in any way, including by modifying any term of this agreement, deleting any term of this agreement, or adding any new term to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes or amendments, we will give you reasonable notice in writing or by any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

In general, we will provide at least thirty (30) days advance written notice of change before the effective date of any change or amendment to this agreement. However, we may determine, in our sole discretion, that the nature of the change or amendment requires an effective date sooner than thirty (30) days. This may occur because, for example, it is impractical or inadvisable to wait thirty (30) days. In the event we do not provide at least thirty (30) days advance written notice of change, reasonable notice will depend on the circumstances, and in some cases, it might be reasonable for us to give you a notice of change after the effective date. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice. The method of delivering a notice of change, including a notice of any change or amendment to this agreement, shall be deemed reasonable if given in writing by mail, by any electronic communication method to which you have agreed, or on (or with) a periodic account statement.

Unless otherwise indicated in the notice of change, if we have notified you of a change or amendment to this agreement and you continue to have your account after the effective date, you have accepted and agreed to the new or modified terms. You should carefully review any notice of change, and any communications we send you regarding such notice of change, as the notice and any associated documentation will provide important information of which you need to be aware. We reserve the right, in our sole discretion, to waive any term of this agreement with or without notice to you. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding

items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

### **CORRECTION OF CLERICAL ERRORS**

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

### **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 any notice in time to have a reasonable opportunity to act on it. If a 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. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

### **STATEMENTS**

Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief,

but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures or alterations 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 we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Your duty to report other errors or problems** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

### **ACCOUNT TRANSFER**

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

### **REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS**

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was

directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from 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 available legal remedy to recover the amount of our liability.

### TEMPORARY ACCOUNT AGREEMENT

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

### 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 for the partnership debt. If your debt arises from a 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 does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

### RESTRICTIVE LEGENDS OR ENDORSEMENTS

The automated processing of the large volume of checks we receive prevents us from inspecting or 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 \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

### FACSIMILE SIGNATURES

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

### CHECK PROCESSING

We process items mechanically by relying almost exclusively 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, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that 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.

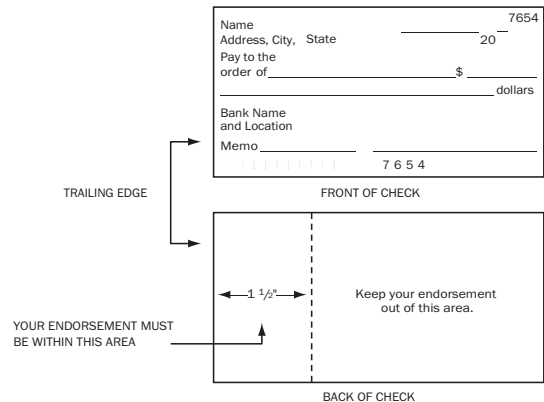
### CHECK CASHING

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash 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.

### ENDORSEMENTS

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 1/2" 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 1/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed

endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

### **DEATH OR INCOMPETENCE**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

### **FIDUCIARY ACCOUNTS**

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the 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 understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

### **CREDIT VERIFICATION**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

### **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 as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. 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, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

### **ACCOUNT SECURITY**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification

requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers 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.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that 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 services we offered. You will not be 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. 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.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, 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). 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 swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**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. Please review the additional information you have received or will receive regarding transfers 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, if 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.

### **INSTRUCTIONS FROM YOU**

Unless required by law or we have agreed otherwise in writing, we

are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

### **MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS**

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 such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone 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.

You acknowledge that the number we use to contact you may be 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 acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

### **CLAIM OF LOSS**

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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 loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred 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 pursue your rights or, at our option, assign them to us 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.

### **EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS)**

We may impose early withdrawal penalties on a withdrawal 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 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. See your separately provided notice of penalty for early withdrawal for additional information.

### **CHANGES IN NAME AND CONTACT INFORMATION**

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

### **RESOLVING ACCOUNT DISPUTES**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of 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.

### **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.

### **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 warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our 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.

### **REMOTELY CREATED CHECKS**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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 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 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.

### **UNLAWFUL INTERNET GAMBLING NOTICE**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### **FUNDS TRANSFERS**

You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Cancellation or amendment of payment order** - You may cancel

or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

## **PLEDGES**

Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

## **POWER OF ATTORNEY**

You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. 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.

## **STALE-DATED CHECKS**

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

## **FDIC INSURANCE**

Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

## **UNCLAIMED PROPERTY**

The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## **BACKUP WITHHOLDING/TIN CERTIFICATION**

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

### **LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS**

Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

### **CHANGING ACCOUNT PRODUCTS**

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

### **TRANSACTIONS BY MAIL**

You may deposit checks or drafts by mail. You should endorse the

item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

### **CHECKING ACCOUNT ORGANIZATION**

We have organized your checking account in a nontraditional way. Your checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

### **INTERNATIONAL ACH TRANSACTIONS**

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to "transaction" accounts, but not to savings deposits. 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. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be 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 before closing on a business day that we are open, we will consider that day to be the day of your deposit.

However, if you make a deposit after closing 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 you make a deposit at an ATM before 6:00 PM Eastern on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 6:00 PM Eastern or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** 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 \$6,725 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 seventh 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

\$6,725 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 (and you may have to use a special deposit slip). The excess over \$6,725 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 \$6,725 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 eleventh business day after the day of your deposit.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If 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  
Attn: Check 21 Errors  
P.O. Box 2122  
Terre Haute, IN 47802  
(812) 238-6781 or 800-511-0045

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, the date of the check, the name of the person to whom you wrote the check, and the account number.

## COURTESY COVERAGE

**As a First Financial Bank, NA (“Bank”) checking account holder, you may be eligible for Business Courtesy Coverage.**

**If your account is jointly owned, references hereinafter to “you” or “your” may mean and include all owners of the accounts, as applicable.**

### **What is Business Courtesy Coverage?**

Business Courtesy Coverage is a program in which the Bank, in its sole discretion, may elect to allow checks, debits and electronic payments to be made when sufficient funds are not available in your checking account. Business Courtesy Coverage is not a line of credit; however, Business Courtesy Coverage may offer you protection against inadvertent overdrafts and the inconvenience and expense of dealing with returned payments or having electronic transactions declined.

### **How Do I Obtain Business Courtesy Coverage?**

If you meet the eligibility requirements for Business Courtesy Coverage you will be automatically enrolled in Business Courtesy Coverage 90 days after account opening. You may opt-out of Business Courtesy Coverage at any time. You may also opt-in at any subsequent time, so long as you continue to meet the eligibility requirements.

### **What Are the Eligibility Requirements for Business Courtesy Coverage?**

Business Courtesy Coverage is not available for all checking accounts. For example, it is not available for Business Not for Profit accounts and First Performance Checking (public fund and not for profit) accounts. For those accounts which Business Courtesy Coverage is available, customers must meet and continue to maintain certain eligibility criteria. However, the Bank may discontinue Business Courtesy Coverage, as to any customer or any account, at any time and from time to time, in the Bank’s sole discretion. Eligibility criteria for Business Courtesy Coverage are generally described as follows:

- You provide and maintain complete and accurate contact and identifying information with the Bank;
- You make deposits to your checking account on a consistent basis;
- Your account is not overdrawn for 31 or more days, consecutively;
- You are not 90 days past due on any loan you have with the Bank;
- You do not have loans with the Bank which are uncollected;
- You have not arranged to have the Bank charge your credit card in the event you overdraw your account;
- You have not arranged to have the Bank charge your line of credit in the event you overdraw your account;

- You are not the subject of a bankruptcy proceeding or your accounts at the Bank are not subject to any legal or administrative order of garnishment or levy; and
- Your account is not overdrawn by more than the Business Courtesy Coverage limit applicable to your account.

### **What Types of Transaction May Be Covered by Business Courtesy Coverage?**

- Checks;
- Automated Clearing House (“ACH”) transactions such as, but no limited to, bill payments using your checking account number;
- Computer and telephone banking transactions;
- Recurring transactions using your debit card such as, but not limited to, utility payments; and
- ATM withdrawals or transfers and debit card transactions that are non-recurring payments such as, but no limited to, retail purchases

### **How Does Business Courtesy Coverage Work?**

When enrolled in Business Courtesy Coverage, when a payment is presented against your checking account and sufficient funds are not available to make that payment, and you are within the limit of Business Courtesy Coverage prescribed for your account, the Bank may elect to allow the payment from your account rather than return or decline it, in which case a fee of \$38.00 (the “Standard Overdraft Fee”) will be assessed for each such payment. The Standard Overdraft Fee, as well as the payment itself, will be subtracted from the Business Courtesy Coverage limit. More than one Standard Overdraft Fee may be assessed against the account per day, depending on the number of payments presented against, and other withdrawals made, from the account. The Bank will immediately notify you by mail each time your account is overdrawn.

### **What if I Overdraw My Account Beyond the Business Courtesy Coverage Limit?**

Payments presented to the Bank that exceed the Business Courtesy Coverage limit will be returned and a nonsufficient funds fee of \$38.00 (the “Standard Nonsufficient Funds Fee”) will be assessed.

### **What Are the Business Courtesy Coverage Limits?**

Your Business Courtesy Coverage limit will be \$1,500.00. You will be notified any time a change to your Business Courtesy Coverage limit occurs.

Importantly, your Business Courtesy Coverage limit will include any fees you may incur such as, but not limited to, Standard Nonsufficient Funds and Standard Overdraft Fees.

### **In What Order Does the Bank Post Transactions?**

The order in which transactions received each day for payment are posted to your account is important when sufficient funds may not be available to pay all of the transactions being presented and may impact the total amount of fees assessed. Because of the various types of debit and credit transactions you may conduct, this information is intended only as a general overview of the posting of the most common debit and credit items.

Posting Order: overview of common debit and credit items

- Credits: examples of credits include cash deposited at the teller line, funds available from pending deposits, ACH credits, posted deposits such as your paycheck, telephone and online banking credit transfers; posted in high to low order;
- Priority Debits: an example of a priority debit is a force pay on a prior NSF item;
- NSF Items: posted in low to high order;
- Bank-initiated Debits: example of bank-initiated debits include overdraft and NSF item fees; posted in low to high order;

- Other Bank-initiated Debits: examples of other bank-initiated debits include a credit item that is returned unpaid and is charged-back to your account and credit reversals; posted in low to high order;
- Priority Checks: an example of a priority check is a check cashed at the teller line; posted in serial number order;
- Debit Transactions: examples of debit transactions include point of sale, recurring and ATM transactions; posted in order received;
- Bill Pay Debits: posted in low to high order;
- ACH Debits: posted in low to high order;
- Scheduled Loan Payment Debits: posted in low to high order;
- Debit Transfers: examples of transfers include telephone and online banking debit transfers; posted in low to high order;
- Other Checks: examples of other checks include checks presented by other institutions and businesses, and checks used for loan payments; posted in serial number order;
- Fees: examples of fees include replacement debit and ATM card fees, paper statement fees, foreign ATM fees and account service charges; posted in low to high order

#### **How Quickly Do I Need to Deposit Funds to Pay An Overdraft?**

Our expectation is that you will immediately deposit funds to bring your account to a positive balance. If you do not deposit funds to bring your account to a positive balance within 10 calendar days, the bank will notify you by mail. If your account remains overdrawn for 30 consecutive days, Business Courtesy Coverage will be suspended until your account is returned to a positive balance. You will be notified by mail each time Business Courtesy Coverage is suspended or reinstated.

#### **Are There Circumstances In Which the Bank May Elect to Not Allow Payments To Be Made From My Account Even Though I Am Enrolled in Business Courtesy Coverage?**

Yes. Business Courtesy Coverage is neither a line of credit nor a contract that requires the Bank to allow any payment from your account when sufficient funds are not available. In its sole discretion, the Bank may elect not to allow payments presented against your account when sufficient funds are not available. By way of example and not limitation, the Bank may elect not to allow a payment from your account if you have exceeded the Business Courtesy Coverage limit, you no longer meet eligibility requirements, or the Bank suspects fraud. In such cases, Standard Nonsufficient Funds Fees may be assessed depending on the types of transactions and the circumstances.

#### **How Do I Opt-Out of Business Courtesy Coverage?**

If you should choose to have Business Courtesy Coverage removed from your account, the easiest way to notify us is to simply call us at 812-238-6000 or toll free at 1-800-511-0045. You may also notify branch staff during a visit. Business Courtesy Coverage will be removed promptly.

#### **What Other Products Does the Bank Offer to Pay Overdrafts?**

The Bank offers preauthorized transfers from your savings account ("PATs"), which automatically transfers funds from your savings account when sufficient funds are not available in your checking account. The fee for this service is \$12.00 per transfer. Please be aware that Federal regulations permit only 6 preauthorized transfers from a savings account per statement cycle – please refer to your Truth in Savings disclosure for additional information.

#### **Additional Information**

Business Courtesy Coverage is not a line of credit. The Bank is not obligated to allow any payment to be drawn from your account if sufficient funds are not available. Any time you overdraw your account, you agree to immediately deposit funds to bring your

account to a positive balance which will include paying the Bank all Standard Overdraft and Nonsufficient Funds Fees assessed without further notice or demand.

Business Courtesy Coverage is non-contractual and may be changed or withdrawn at any time by the Bank, in its sole discretion. The Bank will promptly send you notification of any change to your Business Courtesy Coverage. The Bank may, without prior notice and when permitted by law, setoff funds in your account against amounts owed to the Bank now or in the future. Credit agencies may be notified if you do not promptly return your account to a positive balance which will include paying the Bank all Standard Overdraft and Nonsufficient Funds Fees assessed.

It is the policy of the Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. The terms and conditions of your account control the duties, obligations and rights of the depositor, the authorized signatories, and the Bank with regard to your deposit accounts.

# Going *Beyond* the Expected.

Look to us for more ways to keep your money safe  
and build your financial future.





**5-Star Rating**

*BauerFinancial*

**Top 50 U.S. Bank**

*Bank Director Magazine*

We're here to help you. If you have additional questions or need assistance, visit your local banking center.

— or —

 Visit **first-online.bank/cedarstone**



**Through April 24**

Call 615.443.1411



**Beginning April 27**

Call 800.511.0045

## Extended Contact Center Hours

April 27 – May 2

Monday	April 27	7am–8pm CT
Tuesday	April 28	7am–8pm CT
Wednesday	April 29	7am–7pm CT
Thursday	April 30	7am–7pm CT
Friday	May 1	7am–7pm CT
Saturday	May 2	8am–2pm CT

