

First Financial Bank, N.A.

Account Linking Service Terms

In this document, references to “**you**” and “**your**” mean the undersigned customer and, in certain instances, customer’s affiliates. References to “**we**,” “**us**” and “**our**” mean First Financial Bank, N.A.

- 1. Agreement; Defined Terms.** In addition to the terms and conditions set forth in these Account Linking Service Terms (“**Service Terms**”) the Account Linking Services (as hereinafter defined) are subject to our General Terms and Conditions for Treasury Management Services (“**General Terms**”).
- 2. Services.** Our “**Account Linking Services**” allow eligible accounts to be linked through Online Banking. An online personal account is eligible to be linked to a business if the personal account is owned by an individual who has an ownership interest in the business customer and the account is used primarily for personal, family, or household purposes. An online business account is eligible to be linked to another business if that entity has authorized you to access its account information or effect transactions on its account(s). You may determine which eligible account(s) you wish to link by completing Schedule 1, which is attached hereto and incorporated herein.
- 3. Access Acknowledged.** By requesting the Account Linking Service you are confirming on behalf of each and every owner of the accounts, including yourself, the understanding, acknowledgment and agreement that every Authorized Administrative User and Authorized User (as defined in the General Terms) with access to the linked accounts has the ability to:
 - View all information on or relating to the linked accounts;
 - Conduct transactions and/or transfers via all linked accounts including, without limitation, transactions and/or transfers to/from personal accounts and business accounts; and
 - Perform any other Services that may be available through any of the accounts.
- 4. Limitation of Liability.** In addition to any limitations of liability set forth elsewhere in these Service Terms or the General Terms, the following terms apply to accounts linked through the Account Linking Services:
 - a.** We shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any transaction, order, instruction or entry performed through a linked account including, without limitation, whether a transaction was authorized, the purpose of the transaction, the amount of the transfer, or the application of any funds transferred, even if such transfer will result in payment to you, or any owner, officer, employee, agent, authorized signatory, user or any other person.
 - b.** **YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR ANY PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS, WHETHER AUTHORIZED OR UNAUTHORIZED, AND WITHOUT REGARD TO THE SIGNING AUTHORITY, PERFORMED ON ANY ACCOUNT USING THE ACCOUNT LINKING SERVICES AND AGREE TO RELEASE AND FOREVER DISCHARGE US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND CAUSES OF ACTION, WHETHER IN LAW OR IN EQUITY, WHICH MAY NOW EXIST OR MAY HEREAFTER EXIST AGAINST US ON ACCOUNT OF OR ARISING OUT OF THE LINKING OF THE ACCOUNTS USING THE ACCOUNT LINKING SERVICES OR ANY TRANSACTION, WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED THROUGH THE LINKED ACCOUNTS.**



5. **YOU AGREE TO INDEMNIFY AND HOLD HARMLESS US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DAMAGE, OR EXPENSE ARISING OUT OF THE LINKING OF ACCOUNTS, USING THE ACCOUNT LINKING SERVICES, OR FROM ANY TRANSACTION WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED THROUGH THE LINKED ACCOUNTS, INCLUDING, BUT NOT LIMITED TO, PAYMENTS, TRANSFERS, OR OTHER TRANSACTIONS.**
6. **Your Responsibilities.** In addition to any other responsibilities specified in these Service Terms and/or the General Terms:
 - a. At any time we are asked to provide or are providing the Account Linking Services, we may request that you provide us with documentation of your ownership of the accounts and/or authorization to access and effect transactions on the accounts. You agree to promptly provide us with any such requested information; and
 - b. **YOU ACKNOWLEDGE YOUR USE OF ANY LINKED PERSONAL ACCOUNT IS AFFECTED BY THE TERMS AND CONDITIONS OF SUCH PERSONAL ACCOUNT. THIS INCLUDES, WITHOUT LIMITATION, ANY APPLICABLE DEPOSIT AGREEMENT, DISCLOSURE STATEMENT, FEE SCHEDULE, APPLICATION, ENROLLMENT FORM, USER GUIDE, OR OTHER AGREEMENT BETWEEN YOU AND US, WHICH ARE ALL INCORPORATED HEREIN BY REFERENCE.**
7. **Our Rights and Responsibilities.** Notwithstanding anything to the contrary contained in these Service Terms or the General Terms, we may, in our sole discretion, refuse to link any personal account or business account or terminate the link between any eligible account, without liability hereunder.
8. **Addition, Revision, or Removal of Customer Exceptions.** Following the Effective Date (as defined in Section 10) of these Service Terms, if you wish to amend these Service Terms, you must complete, sign, and deliver to us new Service Terms ("**Replacement Service Terms**"). Signed Replacement Service Terms are effective on the effective date of the Replacement Service Terms, as defined therein, and shall serve as revocation of any prior Service Terms for the designated business account. We will rely on the Service Terms with the most current effective date.
9. **Representations.** You represent and warrant the individuals signing these Service Terms are authorized and have authority to sign these Service Terms.
10. **Term and Termination.** These Service Terms are not effective until signed by you and accepted and processed by us ("**Effective Date**"). The Account Linking Services and these Service Terms shall terminate immediately upon cancellation or termination of your Account relationship with us. You agree to immediately notify us in writing if your authority to access or effect transactions on an account changes or if you desire to terminate the link between any accounts. Such notice shall include the name, account number and taxpayer identification number of the account to be de-linked. We shall not be liable to you, any owner of an account or any other person for any transactions performed on such account before we have received such notice and have had a reasonable opportunity to act on such notice.