

# **Consumer Account Terms, Disclosures and Agreement Booklet**

Effective with conversion of accounts and services  
from SimplyBank as of May 6, 2024





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# FACTS

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

### Why?

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.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Income
- Payment history
- Transaction or loss history
- Credit history
- Credit scores
- Electronic Banking Data
- Contact Information

### How?

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?

#### For our everyday business purposes

Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes

No

#### For our marketing purposes

To offer our products and services to you

Yes

Yes

#### For joint marketing with other financial companies

No

We don't share

#### For our affiliates' everyday business purposes

Information about your transactions and experiences

Yes

No

#### For our affiliates' everyday business purposes

Information about your creditworthiness

Yes

Yes

#### For our affiliates to market to you

Yes

Yes

#### For nonaffiliates to market to you

Yes

Yes

### To limit our sharing

- Call Toll-free 800-511-0045 or 812-238-6000
- Email us at: [compliance@first-online.com](mailto:compliance@first-online.com)
- Mail the enclosed form

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* 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.

### Questions?

Call toll-free 800-511-0045 or 812-238-6000 or send an email to [customercontact@first-online.com](mailto:customercontact@first-online.com)

<b>Who We Are</b>	
<b>Who is providing this notice?</b>	First Financial Bank and its Affiliates.
<b>What We Do</b>	
<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 <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> <li>• Use your credit or debit card</li> <li>• Apply for insurance</li> <li>• Engage in Electronic Banking</li> </ul>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <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> State laws and individual companies may give you additional rights to limit sharing.
<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.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• Our affiliates include: <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>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>First Financial Corporation doesn't jointly market.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies <ul style="list-style-type: none"> <li>• <i>First Financial Corporation limits this type of sharing to companies with which it has a contractual relationship for services but permits the nonaffiliate to market our products services that may be of interest to you. These companies may include, for example, marketing companies.</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.
- Do not share my personal information with nonaffiliates to market their products and services 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 that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws, the laws of the state of 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 document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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

As used in this document the words "we," "our," and "us" mean 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 document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

## **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, N.A.-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** -

**Generally** - 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 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 transactions that have been authorized, but not yet settled, and 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 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 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 for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for

withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the 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 another transaction is 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. 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.

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

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

**Joint Account - With Survivorship (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 computers. 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 any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

**STATEMENTS** - Statements are a valuable tool to 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, alterations and forgeries** - 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 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, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. 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, alterations or forgeries. 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, alterations and forgeries, 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., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to 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.

**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.

**DIRECT DEPOSITS** - 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 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,

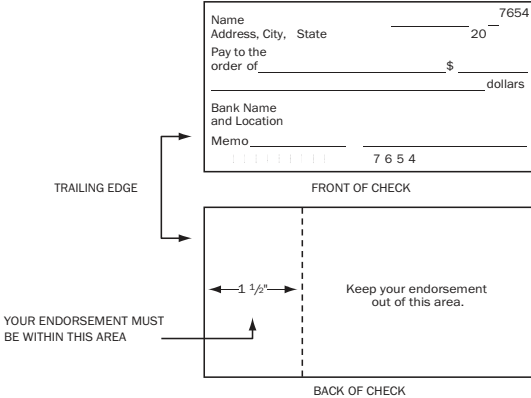
drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures 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 solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, 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 such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**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.

Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic 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.

**TELEPHONIC INSTRUCTIONS** - 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 or leave by voice mail or on a telephone answering machine.

#### **MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT**

**TO RECEIVE 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. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any 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.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

**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 consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure 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 notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes 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.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may 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 rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. 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 [fdic.gov](http://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 Gift/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 internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**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.

**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.

**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](http://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](http://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 Limit 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. 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  
BOOKKEEPING DEPARTMENT  
P.O. 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 lit. 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 P.M. 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 P.M. 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 \$225 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 \$5,525 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of 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 \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 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 interestbearing 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

# TRUTH-IN-SAVINGS DISCLOSURE

## PLUS CHECKING ACCOUNT

Innovative account with lots of customer benefits, such as Unlimited check writing, Free Online Banking and Bill Pay, Security Benefits and Savings Discounts, and much more. Monthly paper statement fee waived. No minimum balance and one free box of checks per year.

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

**Fees** - A service charge fee will be charged every monthly statement cycle. See our separate fee schedule for details.

## eCHECKING CHECKING ACCOUNT

An exclusively electronic account, this is for customers who do all their banking, pay bills and receive monthly statements exclusively online. To maintain this account, you must enroll, log in and remain active in online banking and consent to receive electronic statements. If you have not enrolled, logged in and remained active in online banking and consented to receive electronic statements within 30 days from the date of account opening (the Enrollment Period), or if you later revoke your consent to receive electronic statements, this account will be converted to the Interest Checking Account. Interest Checking provides a paper statement (unless you elect to receive statements electronically), but may include, among other fees, a monthly service charge if certain conditions are not met. If your account is converted to an Interest Checking Account pursuant to this paragraph, you will be provided with a Truth-in-Savings Disclosure for the Interest Checking Account. Once you have consented to receive electronic statements, you will not receive paper statements on this account. Please refer to the First Online Terms and Disclosures for additional information. You may find the First Online Terms and Disclosures at [first-online.bank/terms](http://first-online.bank/terms).

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

**Fees** - A check writing fee will be charged for each check, including a remotely created check, during a month. See our separate fee schedule for details.

## 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)*

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



## HEALTH SAVINGS ACCOUNT

A special tax-advantaged account for customers covered by a High Deductible Health Plan (HDHP). Funds can be used for IRS-qualified medical expenses not covered by your insurance plan, including medical, dental and vision care.

**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** - There is no minimum balance to open this 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).

**Fees** - A service charge fee will be charged each month. See our separate fee schedule for details.

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

## 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.

### **CHRISTMAS CLUB SAVINGS ACCOUNT**

*(Grandfathered Product)*

This account is an interest-bearing savings plan for people who wish to save for year-end or holiday expenses.

**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 not be compounded. Interest will be credited to your account at maturity.

**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 \$1.00 to open this 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** - You may not use this account to make transfers or withdrawals to another account of yours at this bank or another bank or to a third party or to pay your loans at this bank by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction.

You may not have an ATM or Check Card with this type of account. Withdrawals are permitted.

### **VACATION CLUB SAVINGS ACCOUNT**

*(Grandfathered Product)*

A special interest-bearing account for travel savings.

**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 not be compounded. Interest will be credited to your account at maturity.

**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 \$1.00 to open this 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** - You may not use this account to make transfers or withdrawals to another account of yours at this bank or another bank or to a third party or to pay your loans at this bank by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction.

You may not have an ATM or Check Card with this type of account. Withdrawals are permitted.

#### **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.

# FIRST FINANCIAL BANK RATE & FEE SCHEDULE

Interest rates and annual percentage yields are accurate as of March 5, 2024.

## Personal Accounts

**Plus Checking Account** Monthly Fee  
Minimum Opening Balance: \$50.00 \$6.00

**eChecking Account** Monthly Fee  
Minimum Opening Balance: \$50.00 No Charge  
Check Writing Fee: \$1.00 per check

**Interest Checking Account** Monthly Fee  
Minimum Opening Balance: \$50.00 \$4.00

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%

**First Free Checking Account** (Grandfathered Product) Monthly Fee  
Minimum Opening Balance: \$50.00 No Charge

**Money Market Account** Monthly Fee  
Minimum Opening Balance: \$500.00 \$20.00

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 0.15% with an Annual Percentage Yield of 0.15%  
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 0.20% with an Annual Percentage Yield of 0.20%  
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%

**Health Savings Account** Monthly Fee  
Minimum Opening Balance: \$0.00 \$5.00

**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%

**Savings Account** Quarterly Service Charge  
Minimum Opening Balance: \$100 \$4.00

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%**

# FIRST FINANCIAL BANK RATE & FEE SCHEDULE

Interest rates and annual percentage yields are accurate as of March 5, 2024.

## Personal Accounts

### Young Savers Account

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

### Senior Savings Account

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

### Christmas Club Savings Account

Interest Rate (Rate): 0.05%

Annual Percentage Yield (APY): 0.05%

Monthly Fee

No Charge

### Vacation Club Savings Account

Interest Rate (Rate): 0.05%

Annual Percentage Yield (APY): 0.05%

Monthly Fee

No Charge

## Electronic Banking

### ATM Transactions

First Financial Bank ATMs

No Charge

Transaction Fee if ATM Owned by Other Financial Institution

\$2.00

ATM Card Replacement

\$10.00

Debit Card Replacement

\$15.00

Expedited ATM/Debit Card Replacement

\$50.00

## Account Services

**Non-Sufficient Funds/Returned Item Fee** (per item)

\$38.00

**Overdraft Fee** (per item)

\$38.00

**Overdraft Protection** (per transfer)

Preauthorized Transfer from Savings or

Checking to Checking Per Transfer Fee

\$12.00

**Stop Payment** (per item)

\$33.00

**Expedited Bill Pay** (per payment)

\$25.00

**Telephone Transfer** (per transfer)

\$10.00

**Dormant Account Fee** (per month)

\$5.00

**Paper Statement Fee** (per statement)

\$3.00

**Interim Statement Fee** (per statement)

\$5.00

**Transaction and/or Check Copy Fee** (per copy)

\$3.00

**STAMP Medallion Signature Guarantee** (per transaction)

\$50.00

**Letter of Verification of Balance**

\$5.00

Each Additional Letter

\$1.00

**Printed Checks Fee**

Varies

**Excessive Savings Withdrawal Fee** (per month)

\$5.00

**Counter Check** (per check)

\$2.50

# FIRST FINANCIAL BANK RATE & FEE SCHEDULE

Interest rates and annual percentage yields are accurate as of March 5, 2024.

## Other Services Fees

### Account Closing

Within 6 months (180 Days) of opening	\$15.00
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### Cashier's Check

	\$5.00
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### Money Order

	\$5.00
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## Wire Transfers

### Domestic

Incoming	\$20.00
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Outgoing	\$25.00
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### International

Incoming	\$20.00
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Outgoing	\$90.00
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## Additional Disclosure Information

### Military Discount

\$1.00 off Monthly Fee applies to Plus Checking Account only for active duty, retired and veterans. Proper Military ID required to receive discount.

# FIRST COURTESY COVERAGE

As a First Financial Bank, N.A. (“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.

