

IMPORTANT DISCLOSURES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0% introductory APR for six months. After that, your APR will be 20.24% . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for six months. After that, your APR will be 20.24% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	24.99% This APR may be applied to your account if you: 1) Make a late payment How Long Will the Penalty APR Apply? If your APRs are increased due to a late payment, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none">• Balance Transfer• Cash Advance• Foreign Transaction	<p>Either \$10 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$100).</p> <p>Either \$10 or 3% of the amount of each cash advance, whichever is greater.</p> <p>3% of each transaction in U.S. dollars.</p>
Penalty Fees <ul style="list-style-type: none">• Late Payment• Over-the-Credit Limit• Returned Payment	<p>Up to \$35.</p> <p>Up to \$35.</p> <p>Up to \$35.</p>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Variable Rate Information: Unless an Introductory APR is in effect, the Purchase APR and Balance Transfer APR is determined by adding 12.74% to the Prime Rate. Unless an Introductory APR is in effect, the Cash Advance APR is determined by adding 21.74% to the Prime Rate. Not to exceed 24.99%. The Prime Rate is subject to change monthly on the first day of each month and is the Prime Rate published in the "Money Rates" section of the Wall Street Journal on the last business day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in the variable rate on the first day of your billing cycle that ends on or after the date of the change. Your actual APRs will be determined based upon your creditworthiness and will be provided to you in writing when your application is approved.

FIRST FINANCIAL BANK NA

One First Financial Plaza, Terre Haute, Indiana 47807, Vigo County

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR First Financial Platinum® ACCOUNT

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement ("Agreement") covers your First Financial Platinum® Account ("Account") shown above. In this Agreement, the words "you" and "your" mean any person who signs this Agreement or uses the Card. "We" "our" and "us" mean the financial institution named above. The "Card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

EXTENSION OF CREDIT: If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card. Your right to each extension of credit hereunder is conditioned upon the following: (a) that you are not in default under the terms of this Agreement, and (b) this Agreement has not been terminated or suspended.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. This means that we can release any of you from responsibility under this Agreement, and the others will remain responsible. In addition, you agree that each of you designates the other as agent for the purpose of making purchases, cash advances or balance transfers and to terminate this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases by notifying us in writing at the address for notices set forth below in the Section entitled "Notices." Notices hereunder shall be deemed to be effective on the second (2nd) business day after the date of delivery. Removal from the Account does not release you from any liability already incurred.

BALANCE TRANSFERS: Subject to your available credit, you will be able to transfer the balances of non- First Financial Bank credit card accounts to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer coupon is more than your available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. In addition to periodic interest charges, balance transfers are subject to an additional fee which is disclosed under the "Balance Transfer Fee" section of this Agreement. There is no grace period for balance transfers.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that person's privilege, you must notify us in writing at the address for notices set forth below in the Section entitled "Notices." Notices hereunder shall be deemed to be effective on the second (2nd) business day after the date of delivery

CREDIT LIMITS: You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion. If you exceed your credit limit, an Over-the-Credit Limit Fee, discussed more fully below, may be charged to your Account.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) interest charges and other charges or fees; (c) collection costs and attorney's fees and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Over-the-Credit Limit Fees, Late Payment Fees, Returned Payment Fees, Annual Fees, interest charges, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is at least 1% of the New Balance or \$25, whichever is greater, plus any unpaid fees and interest charges plus any amount in excess of the credit limit established by us and any past due minimum payments. If the New Balance is \$25 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

COST OF CREDIT: You will pay an interest charge for all advances made against your Account. The interest charge may include, as applicable, a minimum interest charge, a periodic interest charge on your Account balances, and certain transaction-based fees. Periodic interest charge for cash advances and balance transfers begin to accrue on the date of the advance and there is no grace period. New purchases will qualify for a grace period and will not incur periodic interest charges until the start of the next billing cycle if the Previous Balance on your statement (i) is zero, (ii) is a credit balance, or (iii) was paid in full by the Payment Due Date on your immediately preceding monthly statement. For new purchases that qualify for a grace period, you will pay no periodic interest charges on those new purchases if you pay the New Balance in full by the Payment Due Date shown on the billing statement on which those new purchases first appear. For new purchases that do not qualify for a grace period, interest charges will begin to accrue on the date of the advance. Prior to the expiration of any grace period, if you do not pay the New Balance in full, but pay a portion of the New Balance by the Payment Due Date for that monthly statement, you will pay no periodic interest charges on the purchases portion of the New Balance paid, but you will pay periodic interest charges on the purchases portion of the New Balance that remains unpaid. The Payment Due Date will be no less than 25 days after the date of your current monthly statement.

Until the first day of the billing cycle that includes the 6-month anniversary date of the opening of your Account, you will pay an interest charge for purchases and balance transfers made at the Introductory Rate daily periodic rate of 0%, which has a corresponding **ANNUAL PERCENTAGE RATE** of 0%. Thereafter, and for cash advance transactions at all times, including during the Introductory Rate period, you will pay an interest charge for all advances at a periodic rate which is based on an Index (the "Index") which is the Prime Rate published in the "Money Rates" section of the Wall Street Journal on the last business day of the month. The Index is subject to change monthly on the first day of each month. An increase or decrease in the Index will cause a corresponding increase or decrease in the variable rate on the first day of your billing cycle that ends on or after the date of the change. The **ANNUAL PERCENTAGE RATE** for any given billing cycle will be the Index plus 12.74%. The Standard Rate daily periodic rate for your Account is 0.055452% and the corresponding **ANNUAL PERCENTAGE RATE** is **20.24%**. An increase in the Index will result in an increase in the periodic rate which, in turn, will result in higher interest charges and higher minimum payments.

Unless an Introductory rate is in effect, the periodic rate used to compute the INTEREST CHARGE for purchases is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change.

HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the periodic interest charge on your Account by applying the applicable daily periodic rate to the Average Daily Balance of your Account for each feature category, including certain current transactions. Feature categories include purchases, balance transfers, cash

advances and promotional balances. These calculations may combine different feature categories with the same Daily Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero or less. We then subtract any payments or credits and unpaid interest charges and finance charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for such feature category. The periodic interest charge for each feature category is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the applicable Daily Periodic Rate to the product.

CREDITING OF PAYMENTS: We do not charge for payments made by standard mail service or other standard payment methods that we accept. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement or by way of any other approved payment methods generally will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. If payment is made at any location other than the address designated on the periodic statement or any other standard payment method we accept, credit for such payment may be delayed up to five days.

All payments on your Account will be applied first to collection costs, then to any interest charge and other fees due, and then to the unpaid principal balance. If your payments exceed the Total Payment Due shown on your current monthly statement, we generally will apply the excess amount first to the balances subject to the highest interest rate. This will result in balances with higher ANNUAL PERCENTAGE RATES being paid before any other existing balances. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

MINIMUM INTEREST CHARGE: There is a minimum interest charge of \$1 for any billing cycle in which a periodic interest charge is due.

CASH ADVANCE: If you take a cash advance, there will be a Cash Advance Fee. The Cash Advance Fee is equal to 3% of the cash advance, but not less than \$10.

BALANCE TRANSFER FEE: For balance transfers, there is a Balance Transfer Fee. The Balance Transfer Fee is equal to 3% of the balance transfer but not less than \$10.

LATE PAYMENT FEE: We will add a Late Payment Fee to your Account balance for each billing period you fail to pay the Current Minimum Amount Due plus: the sum of any Past Due Amount and the amount by which the New Balance exceeds the Credit Limit by the due date shown on your current statement. The fee will be assessed as follows: we may charge a fee equal to the lesser of the amount of your Minimum Payment Due or \$25, except the amount of any subsequent Late Payment Fee assessed during the next 6 billing cycles after a Late Payment Fee is assessed will be equal to the lesser of the amount of your Minimum Payment Due or \$35

OVER-THE-CREDIT LIMIT FEE: Unless you tell us otherwise, we may decline any transaction that causes you to go over your credit limit. If you want us to authorize these transactions, you can request over-the-limit coverage. If you "opt-in" for over-the-limit coverage and you go over your credit limit, we will charge you an Over-the-Credit Limit Fee equal to the lesser of the highest amount over the credit limit during the billing cycle or \$25, except the amount of any subsequent Over-the-Credit Limit Fee assessed during the next 6 billing cycles after an Over-the-Credit Limit Fee is assessed will be equal to the lesser of the highest amount over the credit limit during the billing cycle or \$35. You will only pay one (1) Over-the-Limit Fee per billing cycle even if you go over your limit multiple times in the same cycle. We will not charge an Over-the-Limit Fee for the same over-the-limit transaction in more than three (3) billing cycles unless you make additional over-the-limit transactions

during either of the last two billing cycles. Even if you request over-the-limit coverage, in some cases we may still decline a transaction that would cause you to go over your limit, such as if you are past due or significantly over your credit limit. You are permitted to revoke consent to over-the-limit coverage at any time by notifying us in writing at the address for notices set forth below in the Section entitled "Notices." Notices hereunder shall be deemed to be effective on the second (2nd) business day after the date of delivery.

ANNUAL FEE: None

RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee each time you make a payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission. The fee will be assessed as follows: the first time your payment is returned, a Returned Payment Fee equal to the lesser of the amount of your Minimum Payment Due or \$25 will be assessed; if another payment is returned during the next six billing cycles, a Returned Payment Fee equal to the lesser of the amount of your Minimum Payment Due or \$35 will be assessed.

REPLACEMENT CARD FEE: If you request a replacement card for any reason (including lost or stolen card, damaged card, etc.) a Replacement Card Fee of \$15 may be charged to your Account.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for any unauthorized use of your Card after you notify us orally or in writing at the Credit Card Center, PO Box 815909, Dallas, TX 75381-5909, telephone number 1-800-442-4757, of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with the Card; (2) you have not reported two or more incidents of unauthorized Card use within the previous 12 months; and (3) you have maintained your Account in good standing. The foregoing liability limitation does not apply to ATM cash advance transactions. In any case, your maximum liability for unauthorized use of the Card will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE YOUR OBLIGATIONS TO US MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

DEFAULT: You will be in default: (1) if you fail to make any required payment on time; (2) if you exceed your authorized credit limit; (3) if you fail to keep any promises you have made under this or any other agreement with us; (4) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (5) if you die; (6) if anyone tries, by legal process, to take any of your money maintained with us; (7) if you have given us false or misleading information in obtaining your Card or in connection with any credit update; (8) if we reasonably believe that you are unable or unwilling to repay your obligations to us; or (9) if you use your Card or Account for any illegal transaction.

ACCELERATION: If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus interest charges and fees which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement as to future advances by notifying us in writing at the address for notices set forth below in the Section entitled "Notices." Notices hereunder shall be deemed to be effective on the second (2nd) business day after the date of delivery. We can terminate or amend this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as interest charges and other related charges.

Your continued use of your Card or Account after amendment of this Agreement, whether you have reviewed the amended Agreement or not, shall constitute an acceptance of the amended terms and conditions of this Agreement. If you do not wish to agree to the amended terms of this Agreement, you must immediately discontinue use of, and access to, your Card and Account, and provide notice to First Financial Bank, in writing, at the address provided in the Section entitled "Notices." Notices hereunder shall be deemed to be effective on the second (2nd) business day after the date of delivery. In the event our performance of services or our obligations to you in accordance with the terms of this Agreement would result in a violation of any present or future law, rule, regulation, or governmental policy to which we are subject, then this Agreement shall be deemed amended to the extent necessary to comply with such law, rule, regulation, or governmental policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us or usage of trade shall constitute an amendment of this Agreement regardless of whatever practices or procedures you or we may use.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

CONSENT TO CONTACT YOU: You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. You agree that we (and our affiliates, agents, and contractors) may contact you to service your account or to collect amounts you owe us using all media, including voice, text messaging, and email, and all contact information you provide to us, including any cell phone telephone number and email address you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver pre-recorded messages to you. You may limit this consent based on the options we may provide by calling our Card Services department. Any charges for contacting you that may be billed to you by your communications carrier are your responsibility.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown below in this Agreement. Please include your name, address, telephone number and Account number.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or Account will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card or Account and to indemnify and hold us and: MasterCard International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your MasterCard, MasterCard International will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard International for the applicable

currency on the day the transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to your Account. We will charge you a 3% Foreign Transaction Fee on all international purchase, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within which to repay international transactions in order to avoid paying the Foreign Transaction Fee.

COLLECTION CHARGES: If you do not pay, we may hire or pay someone else to help us collect under this Agreement and, subject to applicable law, you will be responsible to pay us for all reasonable expenses of collection including attorney's fees and other costs whether or not there is a lawsuit, including but not limited to, bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals. However, you will only pay reasonable expenses of collection including attorney's fees and other costs after your default.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law, the State of Indiana. We extend credit to you from Indiana regardless of where you live or use your Account. Unless arbitration is elected by either party, in which case the Arbitration Rules below shall apply, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties, only in the courts of Indiana, and each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

ARBITRATION: THIS SECTION DOES NOT APPLY TO ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY IS WITHIN THE JURISDICTIONAL LIMITS OF, AND IS FILED IN, A SMALL CLAIMS COURT. THESE ARBITRATION PROVISIONS SHALL SURVIVE CLOSURE OF YOUR ACCOUNT OR TERMINATION OF ALL BUSINESS WITH US. IF ANY PROVISION OF THIS SECTION IS RULED INVALID OR UNENFORCEABLE, THIS SECTION SHALL BE RENDERED NULL AND VOID IN ITS ENTIRETY.

ARBITRATION RULES: IN THE EVENT OF A DISPUTE RELATING TO OR ARISING OUT OF YOUR ACCOUNT OR THIS AGREEMENT, YOU OR WE MAY ELECT TO ARBITRATE THE DISPUTE. AT YOUR ELECTION, THE ARBITRATION SHALL BE CONDUCTED BY EITHER JAMS OR THE AMERICAN ARBITRATION ASSOCIATION ("AAA") (OR, IF NEITHER OF THESE ARBITRATION ORGANIZATIONS WILL SERVE, THEN A COMPARABLE SUBSTITUTE ARBITRATION ORGANIZATION AGREED UPON BY THE PARTIES OR, IF THE PARTIES CANNOT AGREE, CHOSEN BY A COURT OF COMPETENT JURISDICTION). IF JAMS IS SELECTED, THE ARBITRATION WILL BE HANDLED ACCORDING TO ITS STREAMLINED ARBITRATION RULES UNLESS THE CLAIM IS FOR \$250,000 OR MORE, IN WHICH CASE ITS COMPREHENSIVE ARBITRATION RULES SHALL APPLY. IF THE AAA IS SELECTED, THE ARBITRATION WILL BE HANDLED ACCORDING TO ITS COMMERCIAL ARBITRATION RULES UNLESS THE AAA REQUIRES APPLICATION OF ITS CONSUMER ARBITRATION RULES. YOU MAY OBTAIN RULES AND FORMS FOR JAMS BY CONTACTING JAMS AT 1-800-352-5267 OR WWW.JAMSADR.COM AND FOR THE AAA BY CONTACTING THE AAA AT 1-800-778-7879 OR WWW.ADR.ORG. ANY ARBITRATION HEARING THAT YOU ATTEND WILL TAKE PLACE IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE. WITHOUT REGARD TO WHICH ARBITRATION BODY IS SELECTED TO RESOLVE THE DISPUTE, ANY DISPUTES BETWEEN YOU AND US AS TO WHETHER YOUR CLAIM FALLS WITHIN THE SCOPE OF THIS ARBITRATION CLAUSE SHALL BE DETERMINED SOLELY BY THE ARBITRATOR, AND NOT BY ANY COURT.

ARBITRATION PROCESS: ARBITRATION INVOLVES THE REVIEW AND RESOLUTION OF THE DISPUTE BY A NEUTRAL PARTY. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. AT YOUR REQUEST, FOR CLAIMS MADE TO CONSUMER ACCOUNTS, WE WILL ADVANCE YOUR FILING AND HEARING FEES FOR ANY CLAIM YOU MAY FILE AGAINST US; THE ARBITRATOR WILL DECIDE WHETHER WE OR YOU WILL ULTIMATELY BE RESPONSIBLE FOR THOSE FEES. ARBITRATION CAN ONLY DECIDE OUR OR YOUR DISPUTE AND CANNOT CONSOLIDATE OR JOIN CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS. THERE WILL BE NO AUTHORITY OR RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS.

EFFECTS OF ARBITRATION: IF EITHER OF US CHOOSES ARBITRATION, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THE DISPUTE IN COURT OR HAVE A JURY TRIAL. IN ADDITION, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR IN ANY OTHER FORM OF REPRESENTATIVE CAPACITY THAT SEEKS MONETARY OR OTHER RELIEF BEYOND YOUR INDIVIDUAL CIRCUMSTANCES, PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR ANY OTHER FORM OF REPRESENTATIVE BASIS. ARBITRATION CAN ONLY DECIDE YOUR OR OUR CLAIM, AND YOU MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR

PUBLIC INJUNCTIVE OR OTHER EQUITABLE RELIEF AS TO OUR OTHER CUSTOMERS OR MEMBERS OF THE GENERAL PUBLIC. ANY SUCH MONETARY, INJUNCTIVE OR OTHER EQUITABLE RELIEF SHALL BE LIMITED SOLELY TO YOUR ACCOUNTS, AGREEMENTS AND TRANSACTION WITH US. NOTWITHSTANDING THE FOREGOING, ANY QUESTION AS TO THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER SHALL BE DECIDED SOLELY BY A COURT OF COMPETENT JURISDICTION, AND NOT BY THE ARBITRATOR.

NOTICES: Unless agreed otherwise with regard to subject matters addressed elsewhere herein, all notices required or permitted under this Agreement to us shall be in writing and shall be deemed to have been delivered on the date of service if hand-delivered or, if mailed by United States Postal Service certified mail or commercial carrier, providing proof of delivery, on the date receipt reflects delivery occurred, addressed as follows:

For Hand – Delivery to Us:
Attention: Credit Cards
First Financial Bank, N.A.
1401 South 3rd Street
Terre Haute, Indiana 47802

For Mail Delivery to Us:
Attention: Credit Cards
First Financial Bank, N.A.
Post Office Box 2122
Terre Haute, Indiana 47802

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. All changes to this agreement must be made in writing. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card to us upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. You may not transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to our designee at:

First Financial Bank, N.A.
c/o Credit Card Center
P.O. Box 815909
Dallas, TX 75381-5909

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

First Financial Bank, N.A.
c/o Credit Card Center
P.O. Box 815909
Dallas, TX 75381-5909

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CUSTOMER SERVICE: 1-800-442-4757 – 24 hours a day/7 days a week. (Please have Account information available).