

## Consumer Mobile Banking and Mobile Check Deposit Terms and Conditions

This Consumer Mobile Banking and Mobile Check Deposit Terms and Conditions (“Addendum”) contains the terms and conditions for the use of First Financial Bank, N.A. (“FFB”, “we”, or “us”) Mobile Banking and Mobile Check Deposit service. Other agreements you (“you”, “your”, or “Customer”) have entered into with FFB, including but not limited to the Online Banking Terms and Conditions, governing your use of Online Banking and your applicable deposit account agreement(s), are incorporated by reference and made a part of this Addendum, as added or amended from time to time.

**Services** –Consumer mobile banking and mobile banking remote deposit capture service (“Service”) allows you to view balances and activity, transfer funds between accounts, pay bills and make deposits by converting checks into an image, hereinafter sometimes referred to as checks or images, to certain checking, savings or money market accounts from your mobile device(s) by photographing checks and transmitting the images and associated deposit information to FFB or its designated processor via an application (“App”) you installed on your supported mobile device.

**Security of Your Mobile Device** – You are responsible for maintaining the confidentiality and security of your mobile device, access numbers(s), passwords, security questions(s) and answer(s), account number(s), login information and any other security or access information, used by you to access the Service (collectively, “Access Information”) and preventing unauthorized access to or use of the information, files or data that your store, transmit or use in or with the Service (collectively, Account Information). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service, or any part thereof, if we believe that any loss, theft or unauthorized use of Access Information has occurred.

**Acceptance of these Terms** – The Service is made available to FFB customers at the sole discretion of FFB and may not be available to all FFB customers. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, on our website by providing a link to the revised Agreement, or by an online secure message. Notice of material change is effective when sent or posted by FFB. Your continued use of the Service will indicate your consent to be bound by the revised Agreement. Further, FFB reserves the right, in its sole discretion, to change, modify, add or remove portions of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

**Limitations of Service** – When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service in whole or in part or your use of the Service in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you may access the Service.

**Hardware and Software** – In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by FFB from time to time. FFB is not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third

party software provider.

**Eligible Items** – You agree to scan and deposit only negotiable demand drafts drawn or payable through an office of a depository institution located in the United States. When the image of the check you transmit to FFB is converted to an Image Replacement Document for presentment and collection, the image shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Traveler’s checks;
- Money orders;
- Credit Card Advance checks;
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
- Checks with any endorsement on the back other than that specified in this Agreement;
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Check previously converted to a substitute check, as defined in Reg. CC;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks not payable in United States currency;
- Checks dated more than 6 months prior to the date of deposit;
- Checks or items prohibited by FFB’s procedures relating to the Service, as amended from time to time, which are otherwise not acceptable under the terms of your FFB deposit account agreement;
- Checks payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution; and
- Checks or items that are drawn or otherwise issued by the US Treasury Department;

Nothing in this Agreement shall be construed as requiring FFB to accept any check for deposit, even if FFB has accepted that type of check previously. Nor shall FFB be required to identify or reject any check that you may scan and deposit that fail to meet the requirements of this Agreement.

**Endorsements and Procedures** – You agree to restrictively endorse any check transmitted through the Service as “Mobile Deposit Only First Financial Bank” or as otherwise instructed by FFB. You agree to follow any and all other procedures and instructions for use of the Service as FFB may establish from time to time.

**Receipt of Items** – We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped or damaged during transmission. An image of a check shall be deemed received by FFB when you receive a confirmation from FFB that we have received the image. Your receipt of such confirmation does not mean the transmission was error free, able to be processed, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your

account at any time; any item that we subsequently determine was not an eligible item. You agree that FFB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds** – You agree that checks transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. You also agree checks transmitted using the Service are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E. In general, if an image of a check you transmit through the Service is received and accepted by FFB before 6:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider the deposit made on the next business day we are open. Funds deposited using the Service will generally be made available in two business days from the day of deposit. FFB may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as FFB, in its sole discretion, deems relevant. However, if we make funds available sooner than two business days on a deposit, any subsequent deposit will still be subject to the funds availability guidelines in effect for consumer remote deposit capture.

**Disposal of Transmitted Items** – After you receive confirmation that we have received an image, you must securely store the original check for 15 calendar days after the transmission to us. You agree to make the original check accessible to us at our request, from time to time. You will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount may be reversed from your account. After 15 calendar days, you agree to destroy the original check that you transmitted as an image by first marking it “Void” and then rendering it incapable of further transmission, deposit, or presentment by destroying it by cross-cut shredding or another acceptable means of destruction. You agree that you will never re-present the original check. You understand and agree that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Deposit Limits** – We reserve the right to impose limits on the amount(s) and/or the number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to make a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of the Agreement and we will not be obligated to allow such a deposit at any other time.

**Presentment** – The manner in which checks are cleared, presented for payment, and collected shall be in FFB’s sole discretion. Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold FFB harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your account(s) with FFB the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your account(s) with FFB, in our sole discretion.

**Errors** – FFB will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access FFB’s Online Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that FFB makes available to you in a timely manner to verify deposits made through the Service have been received and accepted by FFB and are

accurate. Receipt of a check by FFB through the Service does not constitute an acknowledgement by FFB that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your deposit account agreement. You may notify us in writing to First Financial Bank N.A., P. O. Box 2122, Terre Haute, Indiana, 47802-0122 or telephoning us at 812-238-6280. You agree to cooperate in any investigation by FFB of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify FFB or any error, omission or other discrepancy in accordance with this Agreement and your FFB deposit account agreement shall relieve FFB of any liability for such error, omission or discrepancy.

**Errors in Transmission** – By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. FFB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality** – The image of an item transmitted to FFB using the Service must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time an image of a check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

**DISCLAIMER OF WARRANTIES** – YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATIONS OF LIABILITY** – YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FFB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**Customer Warranties and Indemnification** – You warrant to FFB that, in accordance with this Agreement:

- 1) You will only transmit eligible items;
- 2) Images will meet the image quality standards;
- 3) You will not transmit duplicate items;
- 4) You will not deposit, re-deposit or re-present the original item or check to FFB or any other party;

- 5) All information you provide to FFB is complete, accurate and true;
- 6) You will comply with this Agreement and all applicable law, rules and regulations; and
- 7) You are not aware of any factor which may impair the collectability of any check paid by FFB via the Service.

You agree to indemnify and hold harmless FFB from any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- Your breach of any of the representations or warranties made by you in this Agreement; and
- Any claim pertaining to any warranty or indemnity we make with respect to an item or check under Check 21, Reg. CC, Reg. J and all other laws, rules, regulations and industry and clearing house rules applicable to checks and items.

**Use of Geo-location-** When you are submitting an image for processing through the Service, we reserve the right to, at our discretion, use your mobile device's capabilities to obtain your geo-location for fraud prevention services. We may choose to capture either your current location or the last location stored on your mobile device.

**Cooperation with Investigations** – You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any original or copy of items deposited through the Service in your possession and your records relating to such items and transmissions.

**Fees** – A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your use of the Service. FFB may change the fees for the use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize FFB to deduct any such fees from any FFB account in which you have ownership.

**Termination** – We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purpose or you use the Service in a manner inconsistent with the terms of your deposit account agreement or any other agreement with us.

**Enforceability** – We may waive enforcement of any provision of this Agreement. No waiver of a breach of the Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modification of the terms of the Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership and License** - You agree that FFB retains all ownership and proprietary rights in the Service, associated content, technology and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement, immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service for any purpose which would be contrary to FFB's best interest or to FFB's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal, consumer use in accordance with this Agreement.

**Contact Information** – If you experience any problems or have any questions about the Service, you may contact us at 1-812-238-6797 or 1-800-511-0045. You can also email us at [mobileRDC@first-online.com](mailto:mobileRDC@first-online.com).

In the event of any unforeseen issues or failure of the Service, your deposit can be made in person at one of our branch locations, in any First Financial Bank, N.A. ATM that accepts deposits, or by mailing your deposit to:

First Financial Bank, N.A.  
Attn: Mail Teller  
P.O. Box 2122  
Terre Haute, Indiana  
47802-0122

I have read, understood and agreed to the Terms and Conditions and so signify by clicking "I accept the Terms and Conditions of Use" and proceeding to use the product.