

First Financial Bank MyCard Caddy™ Mobile Application

Terms and Conditions

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions (“Terms”) carefully. These terms together with our [Privacy Policy](#), your debit card and/or credit card terms & conditions govern our relationship with you in relation to your use of the First Financial Bank MyCard Caddy Application (“MyCard Caddy”). If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 877-322-9530 before continuing.

1.2 You may have other rights granted by law, and these Terms do not affect such rights.

2. OUR DETAILS

2.1 We are First Financial Bank (herein referred to as “First Financial Bank” or “we” or “us”). Our main office is at 255 East Fifth St., Suite 700, Cincinnati, Ohio 45202.

2.2 You can contact us by telephone at 877-322-9530.

3. USE OF MYCARD CADDY

3.1 To be eligible to register for the MyCard Caddy you must be at least 18 years of age and a resident in the United States. In addition, you must have the following:

3.1.1 A VISA®, debit or credit card with us;

3.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator;

3.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: smart phone with the ability to support a downloadable application (e.g. iPhone and Android); a mobile device with internet browsing (mobile web) capability; have at least 64Kb of free memory; be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.4 To receive SMS (Text) Alerts only from First Financial Bank or MyCard Caddy, the minimum device requirements are less. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

3.1.5 A postal address within the U.S.;

3.2 You can only register a participating First Financial Bank VISA, debit or credit card that you are lawfully entitled to use.

3.3 MyCard Caddy Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer

unless otherwise disclosed by First Financial Bank. Please refer to your card agreement or the First Financial Bank Special Handling/Electronic Banking Disclosure of Charges specific to your applicable, debit or credit card, and provided to you by First Financial Bank with regards to fees.

3.4 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 877-322-9530.

4.2 When you submit your registration, you are requesting to subscribe to First Financial Bank's MyCard Caddy. We may reject your registration if you are not one of our customers or otherwise fail to satisfy any of the criteria listed above. If there is incorrect information entered, registration may not be completed. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your VISA, debit or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card(s) will be activated for the MyCard Caddy use.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a password that you will need to enter each time you wish to use the MyCard Caddy. You must keep this password safe and not disclose it to anyone.

4.4.1 If available through your Access Device, we will allow you the option to authenticate into MyCard Caddy using Touch Authentication or Facial Recognition Authentication (collectively "Biometric Authentication") in place of your Username and password. To enroll in this feature, you must navigate to the settings menu in your Access Device with these settings and complete the enrollment process. The enrollment process will require you to accept the terms and conditions within the application. You will have the ability to disable this feature any time by navigating to the settings menu and disabling the feature within your Access Device. Fingerprints and facial scan data are encrypted and stored on your Access Device only and are not transferred or otherwise made available to us, our mobile application provider, or any other Service Provider. By using the Biometric Authentication feature, you acknowledge and agree to the collection, use, and storage of your biometric identifiers and biometric information (i.e., your fingerprints, facial scan data, and any data generated therefrom). After you have enabled the Biometric Authentication feature, you will not permit any biometric identifiers or biometric information (such as fingerprints, facial scan data, or

voiceprints), other than your own, to be stored on your Access Device or used to unlock your Access Device. You are responsible for maintaining control of your Access Device and you must take reasonable steps to prevent access to your Access Device by other individuals. First Financial Bank and our mobile application provider are not responsible for the security of your Access Device. You further agree that you will not use the Biometric Authentication feature if: (1) there are biometric identifiers or biometric information other than your own stored on your Access Device; (2) you share your Access Device with any other individual; or (3) you share your Access Device passcode or other security features with any other individual. Enrollment for Biometric Authentication is limited to one Access Credential. You must already be registered with Biometric Authentication at the Access Device level in order to access this feature in the security preferences menu. You must not use the Biometric Authentication feature except as permitted by these Terms. You must not use the Biometric Authentication feature and will not permit the Biometric Authentication feature to be used, for any purposes prohibited by applicable law. We reserve the right to modify, suspend, terminate, or disable this feature for Online Services at any time without giving prior notice or reason where we reasonably consider it necessary or advisable to do so, including with respect to actual or suspected breaches of security. The Biometric Authentication feature is provided on an “as is” and “as available” basis. We do not warrant that Biometric Authentication will be available at all times, or that it will function with any electronic equipment, software, system, or other Online Services that we may offer from time to time. We are not liable for any loss, damages, or expenses of any kind incurred or suffered by you arising from or in connection with your use of, or inability to use, the Biometric Authentication feature, unless it is caused solely and directly by the negligence or willful conduct of us or our employees. Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive, or exemplary loss or damages of any kind, including lost profits, loss due to business interruption, or loss of any program or data on your Access Device.

4.5 Please refer to your applicable VISA debit, credit, or card agreement or the terms and conditions for information on your liability for unauthorized activity to your account(s).

5. THE FIRST FINANCIAL BANK MYCARD CADDY SERVICE

5.1 MyCard Caddy provided by First Financial Bank is a service that gives you access to account information. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of MyCard Caddy may include, depending on your type of VISA debit or credit card(s), the following:

5.2.1 Transaction history;

5.2.2 Alerts;

5.2.3 Card Controls (e.g. Suspension).

5.3 MyCard Caddy is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 Further you acknowledge that we may withdraw all or part of the Services without notice.

5.5 To the extent that you may use MyCard Caddy as a mobile wallet, if additional verification is

required to add your card to this digital wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply. One message per user. Message and data rates may apply. The mobile carriers are not liable for delayed or undelivered messages.

5.6 Circumstances exist where card controls may not work and may be ineffective at prohibiting the transaction; in particular, transactions where Visa or FFB may not see authorization requests. Examples of where VISA or FFB may not see authorization requests include transactions below a merchant's floor limit, EMV offline approved transactions, or non-VISA networks perform stand-in processing.

6. AUTHORITY

6.1 You authorize First Financial Bank and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.

6.2 You agree that if you have a joint account, we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

7. SECURITY PROCEDURE

7.1 You agree to keep confidential all account and personal identification information, passwords, access codes, card numbers, PINs and other security devices necessary for us to provide you banking services (collectively "Security Credentials").

7.2 You agree not to give or make available Security Credentials to anyone you do not wish to access your accounts.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your Security Credentials in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your Security Credentials to them under any circumstances. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit MyCard Caddy. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto MyCard Caddy.

7.6 You acknowledge that you are responsible for all transactions carried out using MyCard Caddy on

your mobile phone, which may include but not be limited to the payment of fees or other charges.

8. ALERTS

8.1 The alerts are subject to the terms and conditions of your Internet service provider or mobile carrier. You agree to receive alerts via email, app push notification, as well as text messages to your mobile phone using an automated dialing system. You agree that your communication services provider is acting as your agent in this capacity.

8.2 We may send messages to you at any telephone number, e-mail address or other delivery location (including wireless (mobile/cell phone) numbers) that you give to us or that we have for you or your account using any technology available including, but not limited, prerecorded/artificial voice messages and/or automatic telephone dialing systems.

8.3 Texts and alerts may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through Alerts or Texts and not to let any unauthorized person have access to the information we provide to you.

8.4 Account alerts are for informational purposes only and not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

8.5 Message frequency depends on user preferences and account activity but may be delayed, undelivered or otherwise impacted by factor(s) pertaining to your Internet service provider(s), phone carriers or other parties and we do not guarantee the delivery of messages or the accuracy of the information contained in the messages. We cannot guarantee timing or receipt of the alert, as this may be affected by forces outside of our control. In the event that an alert is delayed, or not received, we are not responsible for any related impacts.

8.6 We will not be liable for losses or damages arising from: (1) any disclosure of account information to third parties; (2) non-delivery, delayed delivery, misdirected delivery or mishandling of the messages; (3) inaccurate content in the messages; or (4) your reliance or use of the information in the messages.

8.7 You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your applicable account is closed.

8.8 In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a message confirming that you have elected to cancel. For help or information on these products, send HELP to 446622. You will never receive a message from us that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 1-877-322-9530 to report the incident. For additional assistance, contact customer service at 1-877-322-9530.

9. CHARGES

9.1 There may be other taxes and fees related to MyCard Caddy that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the MyCard Caddy. All charges include any applicable sales taxes.

9.2 You agree to pay for your Visa debit or credit cards in accordance with the charges outlined in these MyCard Caddy terms and conditions or terms your original card agreement as may be applicable. You authorize us to debit automatically the card account you have selected for use with the MyCard Caddy service for all charges in connection with your use of the MyCard Caddy. In the future, we may add to or enhance the features of the MyCard Caddy. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in these MyCard Caddy Terms or First Financial Bank's Special Handling/Electronic Disclosures.

10. ADDING EXTRA CARDS

10.1 You may add another card and additional features to MyCard Caddy from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card within MyCard Caddy.

11. LIABILITY

11.1 If you furnish your "Access Device" (including but not limited to, your cell phone, debit/ATM card, online banking credentials) and provide actual authority to conduct transactions who then exceeds that authority, you will be liable for the transactions unless we have been notified that transactions by that person are no longer authorized and we have had reasonable time to act.

11.2 You must also take precaution in safeguarding your Access Devices. Notify us at once if you think your Access Devices have been lost, stolen or otherwise compromised. As between you and us, if you are negligent in safeguarding your Access Device, 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. If your mobile phone is lost or stolen, you must tell us by contacting First Financial Bank at 877-322-9530 as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened, we will continue to provide MyCard Caddy services to your mobile phone and we will not be liable if your account information becomes known to someone as a result.

11.3 Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

11.4 If we believe that you or someone else is using or has obtained, or may use or may obtain MyCard Caddy services illegally, fraudulently or improperly, then we may cancel or suspend your use of MyCard Caddy without notice.

11.5 We will not be liable to you if MyCard Caddy is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone

network or where you are not in an area of mobile coverage.

11.6 Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE CANNOT GUARANTEE THAT THE APPLICATION WILL BE COMPATIBLE WITH EVERY TYPE OF MOBILE PHONE.

11.7 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FIRST FINANCIAL BANK, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH CLAIM IS BASED. IN ANY CASE, PROVIDER’S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11.8 IN NO EVENT WILL FIRST FINANCIAL BANK, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM MYCARD CADDY SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

12. YOUR RIGHT TO CANCEL

12.1 If you wish to deactivate your account, simply select the “Delete Profile” option, follow the instructions and then delete the software application from your mobile phone.

12.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

12.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of MyCard Caddy.

12.4 If phone is lost and you want to deactivate your account, you can login to the application on the website or from another device and delete the profile. The website is <https://firstfinancialbank.digitalcardservice.com/>

13. OTHER IMPORTANT INFORMATION

13.1 We have the right to change these Terms at any time and you will be notified in writing or electronically by us with regards to the changes.

13.2 If we believe that any price increase or change to the Terms is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.

13.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the MyCard Caddy at any time. If you wish us to deactivate your account, simply select the "Delete Profile" option, follow the instructions, and then delete the software application from your mobile phone

13.4 We may not necessarily keep a copy of your order and these Terms. Accordingly, we advise you to keep a record of your order and a copy of these Terms for your information and reference.

13.5 The contract and all communications between us will be conducted in the English language.

13.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms or any term of these Terms will be governed by the laws of Ohio, and of the United States whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms.

13.7 If you have any complaints about MyCard Caddy please write to us at First Financial Bank, Card Services, 225 Pictoria Dr., Suite 600, Cincinnati, OH 45246 or telephone 877-322-9530

13.8 You acknowledge that there may be third parties who have rights under these Terms (including, without limitation, our suppliers, the software application developers and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms even though they are not a party to them.