

# SUMMARY OF IMPORTANT CREDIT TERMS This Summary of Important Credit Terms is part of the Card Agreement.

Interest Rates and Interest Charges			
	Platinum Card	Platinum Rewards Card & FCC Rewards Card	Signature Rewards Card
Annual Percentage Rate (APR) for Purchases and Balance Transfers	11.49-17.49%* This APR will vary with the market based on the Prime Rate.	13.49-19.49%* This APR will vary with the market based on the Prime Rate.	
APR for Cash Advances	19.49% This APR will vary with the market based on the Prime Rate.	19.49% This APR will vary with the market based on the Prime Rate.	19.49% This APR will vary with the market based on the Prime Rate.
Special Introductory Rate	<b>0%</b> Introductory APR for 12 months on Purchases and Balance Transfers. After that the standard APR shown above will apply.		
Paying Interest	Your due date is at least 27 days after the close of each billing cycle. We will not charge you any interest on purchases or balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.		
Minimum Interest Charge	If you are charged periodic 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			
Cash Advance	Either \$10 or 2% of the amount of each cash advance, whichever is greater.		
Balance Transfer	Either \$10 or 2% of the amount of each cash advance, whichever is greater.		
Foreign Transaction	None		
Penalty Fees			
Late Payment	Up to <b>\$39</b>		
Returned Payment	Up to \$39		
Returned Check	\$10		

<sup>\*</sup> When you open your account, based on your creditworthiness

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See the First Financial Bank Card Agreement.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the First Financial Bank Card Agreement.

## **Terms and Conditions**

**Balance Transfers -** Under the Card Agreement, balance transfers are treated like purchases for interest calculation purposes. However, if your account has rewards, balance transfers do not earn rewards.

**Variable Rate Based on the Prime Rate:** Variable APRs are based on the U.S. Prime Rate as June 16, 2022. The APR may increase or decrease monthly if the Prime Rate changes during that period, but will never exceed 25%. This information was accurate as of the date specified above and is subject to change after that date. Contact us at **1-800-221-8890** for any change in the information since it was printed.

**Purchase and Balance Transfer APR:** <u>Platinum Card:</u> We add a Margin of 6.74%, 8.74%, 10.74%, or 12.74% to the Prime Rate of 4.75%. <u>Platinum Rewards, FCC Rewards and Signature Rewards Card:</u> We add a Margin of 8.74%, 10.74%, 12.74% or 14.74% to the Prime Rate of 4.75%.

**Cash Advance APR:** We add a Margin of 14.74% to the Prime Rate of 4.75%.

OPPORTUNITY LENDER FDIC

**Prepayment:** You may pay the unpaid balance of the account in whole or in part at any time.

**OH Residents -** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**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; and obtain identification information about you or any authorized user you add to your account.

**Credit Reports -** We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation.

About This Offer - This offer is valid for new accounts only. You must be at least 18 years of age. This offer is available only to applicants who are permanent residents of the U.S. and reside in the United States. If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may be unable to open an account for you. Additional fees and account terms will be described in the Card Agreement that will be provided with the card upon approval. Upon approval, you will receive a Card Agreement. You agree that the Card Agreement and the account are governed by Ohio and federal law. The terms of your account, including rates and fees, are subject to change, to the extent permitted by law.

**Credit Line -** We determine your credit line based on a review of information bearing on your creditworthiness. If this is a secured card account, you agree to establish and maintain a deposit account as security for the Account with an amount of funds equal to your credit line.

**Payment Allocation -** Payment for up to the Minimum Payment amount will be applied at our discretion, and may be applied first to fees and interest, then to the balance with the lowest APR on your Account, and then to balances with higher APRs. Payment amounts in excess of the Minimum Payment will first be applied to the balances with the higher APRs before balances with lower APRs, except as otherwise required by applicable law. Credits will be applied at our discretion.

**Mobile Telephone - Permission to Contact -** By giving us your mobile telephone number, we have your permission to contact you at that number regarding all accounts you have with us. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include calls from companies working on our behalf to service your account. Message and data rates may apply. You can change these preferences at any time by contacting us.

**Jury Trial and Class Claims Waiver and Arbitration -** The Card Agreement contains an Arbitration provision with a jury trial and class claims waiver, which impacts your rights, including your right to bring or participate in a class action or have a jury trial in the event of a dispute between you and us. If you do not agree, do not submit an application.

**Information Sharing -** Our Privacy Policy is available online at Bankatfirst.com.

This card is issued by First Financial Bank, Cincinnati, OH.

Visa® is a registered trademark of Visa International Service Association and used under license.

# **First Financial Bank Card Agreement**

This document and the Interest Rate and Interest Charges table ("Summary") are your agreement with us ("Agreement") and govern your credit card ("Account"). You accept this Agreement by signing, including electronically, the application or sales slip or other evidence of indebtedness.

## **DEFINITIONS**

You, your: a person who signed or otherwise applied for a Card. We, us, our: First Financial Bank, the issuer of the Card. Authorized User: anyone you allow to use the Card or Account, whether you tell us or not. Bill: the billing statement for the Account. Balance Transfer: transfer of a balance to the Account. Business Days: Monday to Friday, except Federal Reserve Bank holidays. Card: a card, Account number, or other access device issued to you, or someone with your authorization. Cash Advance: use of the Card to obtain cash from an ATM or financial institution; to load or purchase stored value; to purchase lottery tickets, money orders, casino chips, or foreign currency; or similar actions. Check: a check we give you to access the Account. It is at the Cash Advance APR. New Balance: total amount you owe at the end of a billing cycle. Purchase: use of the Card to buy or lease goods or services where the Card is honored.

#### ACCOUNT

**Use.** You may use the Account for Purchases, Cash Advances, Check transactions or Balance Transfers. You may not use it for purchases of securities or commodities, business purposes, or for illegal transactions. You may not use a Check to pay us or our affiliate. You agree to pay us all amounts due on the Account, including charges made by Authorized Users. We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if the Card is refused.

**Credit Line.** You must keep the Account balance below the Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may set a lower credit line for Cash Advances. We may change the credit lines without notice. We may delay increasing available credit by the amount of a payment we receive for up to 10 business days.

**Cancellation.** You may cancel the Account at any time by notifying us. We may cancel or suspend the Account at any time without notice. You remain responsible for any amount you owe under this Agreement.

**Payments.** You may pay the balance at any time. You must pay at least the Minimum Payment by the payment due date each month. You must pay us in U.S. dollars drawn on funds on deposit in the U.S. We credit payments in accordance with the terms on the Bill. If you mail a payment to an address other than the one specified on the Bill, there may be a delay in crediting the payment. We apply payments up to the Minimum Payment and all credits to the balances on the Account in any order we select. We always apply payments as required by law. We can accept late payments, partial payments, or payments marked "Payment in Full" or with another restrictive endorsement without losing our rights under this Agreement.

## **INTEREST**

**Calculating Interest-Average Daily Balance Method (including new charges).** Balance Transfers are treated like Purchases for interest calculation purposes. We calculate interest separately for each

Category (Purchases, Checks, Cash Advances, and different promotional balances). First, we calculate the average daily balance for a Category. Each day, we start with the beginning balance. (For the first day of the billing cycle, this is the balance on the last day of the previous billing cycle, minus unpaid interest or fees.) We add new transactions, subtract new payments and credits, and make adjustments. We add up the daily balances for the billing cycle and divide by the number of days in the billing cycle to get the average daily balance. Second, we multiply the average daily balance for each Category by its periodic rate and, if the periodic rate is daily, by the number of days in the billing cycle. This gives us the interest for the Category for the billing cycle. A monthly periodic rate is the Annual Percentage Rate ("APR") divided by A daily periodic rate is the APR divided by 365. The total interest for the billing cycle equals the greater of the sum of the interest for each Category or the minimum interest charge.

When Interest Begins. We begin charging interest on Purchases, Checks, and Cash Advances on the date of the transaction. If you paid the New Balance on the previous Bill by the Payment Due Date on that Bill, we will not impose interest on any portion of new Purchases (ones that first appear on the current Bill if paid by the Payment Due Date on the current Bill. There is no grace period for Checks or Cash Advances.

**New Balance.** To calculate the New Balance at the end of a billing cycle, we begin with the total Account balance at the start of that billing cycle, add new transactions, subtract new credits or payments, add new interest or fees and make other adjustments (for example, if you have disputed a charge

**Variable APR.** A variable APR equals the sum of the Margin we specify and the U.S. Prime Rate ("Index") quoted in the Money Rates Table of The Wall Street Journal on the 10th business day of the month. The APR will increase if the Index increases. A change to the Index takes effect the first day of the billing cycle that begins in the following month and will apply to new and existing balances. If an APR increases, the amount of interest and the Minimum Payment may increase. If The Wall Street Journal ceases publication, we will select a new index and notify you.

# **FEES**

See Summary for more fee information

Annual. At Account opening and each year after we charge the Annual fee; see the Summary. Foreign. For a transaction made outside the U.S. or not in U.S. dollars we charge the fee; see the Summary. Late Payment. If we do not receive the Minimum Payment by six days after the payment due date, we charge a Late Payment fee. It is the lesser of \$25 (\$39 if a payment is late again within six billing cycles) or the Minimum Payment due when the payment was late. Returned Payment. If any payment on the Account is not honored, we charge a Returned Payment fee. It is the lesser of \$25 (\$39 if another payment is returned within six billing cycles) or the Minimum Payment due immediately before the payment was returned. Returned Check. If we don't pay a Check because, for example, the amount of the Check would exceed the available Credit Line, we receive it after its expiration date, it is postdated, you are in default, or the Account is suspended or cancelled; we charge a \$10 fee. Stop Payment. If we agree to stop payment on a Check, we charge a \$10 fee, whether or not we successfully stop payment, subject to any restrictions of applicable law.

#### **OTHER**

**Contact us.** Unless we tell you otherwise, you may contact us at 877-339-4078 or at 225 Pictoria Dr., Suite 600 – Card Services, Cincinnati, Ohio 45246. Contact us within 15 days after changing your email address, mailing address or phone number.

**Lost/Stolen Cards.** Notify us immediately if the Card is lost or stolen, or if someone may be using the Account or Card without permission.

**Default.** You are in default if you fail to make a required payment on your Account or another account with us when due, die, file bankruptcy or become insolvent, exceed the Credit Line, or have given us any false, misleading, or incomplete information. Upon default, we may declare the Account balance immediately due and payable without notice.

**Joint Accounts.** Each of you agrees to be liable individually and jointly for the entire amount owed. Notice to one of you serves as notice to both.

**Foreign Transactions.** The credit card association converts transactions in foreign currency into U.S. dollars using a wholesale or government-mandated rate.

**Information Sharing.** We send you our Privacy Policy when you open the Account and annually. It summarizes the personal information we collect, how we safeguard it, when it may be shared with others, and how you can limit our sharing. Contact us or visit Bankatfirst.com for a copy.

**Credit Reports.** We may review your credit, employment, and income records. We may report the status and payment history of the Account to credit reporting agencies and other creditors. If you believe information we have reported is inaccurate or incomplete, write us at 225 Pictoria Dr., Suite 600 – Card Services, Cincinnati, Ohio 45246. If you have the credit report, send a copy.

Waiver. We may delay or not enforce our rights under this Agreement without losing or waiving any of them.

**Changes.** We may at any time change, add to, or delete any of the terms and conditions in this Agreement. We will give notice as required by law.

**Governing Law.** This Agreement is governed by applicable federal law and by Ohio law, without regard to Ohio's conflicts of law rules. We will not charge interest or fees prohibited by law.

**Assignment.** We may sell, assign or transfer the Account or a portion of it without notice. You may not sell, assign, or transfer the Account.

**Severability.** If any part of this Agreement is found to be invalid, the rest will remain in effect. However, if the "No Jury Trial or Class Claims" section in the arbitration provision is invalidated in a proceeding in which you and we are involved, then the arbitration provision will be void with respect to that proceeding.

## **ARBITRATION**

If you are a Covered Borrower under the Military Lending Act, this section does not apply. This arbitration "provision" describes how all Claims (defined below will be arbitrated, if you or we elect, instead of litigated in court.

**Definitions.** For purposes of this provision, "you" and "us" also includes any corporate affiliates, licensees, predecessors, successors, assigns, purchaser of any accounts, and all agents, employees, directors and representatives of any of the foregoing, and other persons referred to in the definition of "Claim." "Claim" means any past, present, or future dispute or controversy between you and us relating to this Account and includes claims by or against any third party relating to the Account. The term "Claim" is to be given the broadest possible enforceable meaning. However, "Claim" does not include a claim challenging the validity or enforceability of this provision, including the class action waiver. "Administrator" means the American Arbitration Association, www.adr.org, (800 778-7879; or JAMS, www.jamsadr.com, (949 224-1810.

**Right to Elect Arbitration.** Either we OR you may choose to resolve each Claim by arbitration at any time unless the Claim has been filed in court and trial has begun or final judgment entered. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. The arbitrator's authority to resolve Claims and make awards or decisions is limited to you and us alone. Claims between you and us may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. However, corporate affiliates are considered one person for the purposes of this section. No arbitration award has any preclusive effect as to any dispute involving anyone who is not a party to the arbitration. This arbitration provision is made pursuant to a transaction involving interstate commerce and governed by the Federal Arbitration Act ("FAA").

**No Jury Trial or Class Claims.** If we or you request arbitration of a Claim, neither has the right to litigate the Claim in court and the Claim must be arbitrated on an individual basis. This means there is no jury trial, discovery may be limited, and no Claim may be arbitrated on a class-action, private attorney general, or other representative basis, and neither we nor you has the right to participate in any class or group of claimants

pertaining to any Claim subject to arbitration.

Rules. The party initiating arbitration shall select an Administrator from the list above. If no Administrator is available, the arbitration shall be administered by an administrator or arbitrator upon which you and we agree to in writing. The arbitration shall be governed by the rules of the chosen Administrator and this Agreement. These rules may limit discovery. You can get a copy of an Administrator's rules from the Administrator. A single, neutral arbitrator resolves Claims. The arbitrator is either a lawyer with at least 10 years' experience or a retired or former judge, selected in accordance with the Administrator's rules. The arbitrator takes reasonable steps to protect customer account information and other confidential information if requested by you or us. Arbitration hearings take place in the federal judicial district in which you reside. If you wish to begin an arbitration of your Claim against us but cannot afford the Administrator's costs and cannot in good faith obtain a waiver from the Administrator, we advance those costs if you ask us in writing. If you lose the arbitration, the arbitrator decides if you have to repay the advance. Unless applicable law requires, each party pays their own lawyers', experts', and witnesses' fees. The arbitrator applies applicable substantive law consistent with the FAA and applicable statutes of limitations, honors claims of privilege, and has the power to award any damages or other relief provided for under applicable law. The arbitrator makes any award in writing and, if requested, provides a brief statement of reasons.

**Arbitration Award and Appeals.** Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision is final and binding, except for any appeal right under FAA. The appealing party pays the appeal costs. This agreement to arbitrate shall survive any suspension, termination, revocation, or closure of the Agreement or Account, and any bankruptcy to the extent consistent with applicable law.

**Enforcement of this Provision.** If any part of this arbitration provision cannot be enforced, the rest continues to apply. However, an arbitrator cannot enlarge his or her authority beyond that provided by this arbitration provision by enforcing only part of this arbitration provision. If an arbitrator determines that applicable law requires this arbitration provision to be enforced in a way that enlarges his or her authority, such as the adjudication of claims on a class or representative basis, then the arbitrator must decline to hear the dispute and refer the parties to a court or other body with sufficient authority. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this Agreement, this arbitration provision governs.

## 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 Bill.

If you think there is an error on your Bill, write to us at the address listed on your Bill. You may also contact us on the Web: www.bankatfirst.com. In your letter, give us the following information:

- · Account information: Your name and account number
- Dollar amount: The dollar amount of the suspectederror
- Description of problem: If you think there is an error on your Bill, 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 Bill.
- At least 3 business days before an automated payment is scheduled, if you want tostop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing or electronically. 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 why we believe the Bill is correct.

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

We cannot try to collect any amount in question, or report you as delinquent on that amount.

The charge in question may remain on your Bill, 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 must pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount that 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 Bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do, we cannot report you as delinquent without also reporting that you are questioning your Bill. We must tell you the name of any one 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 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 purchased with your credit card, and you 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 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. (Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we ownthe 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at the address listed on your Bill or on the Web at www.bankatfirst.com.

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.