

UMB - MONEY NETWORK PAYCARD PROGRAM - TERMS AND CONDITIONS -

AGREEMENT

This document, together with all other documents we provide to you pertaining to your Money Network Paycard Account ("Account"), the accompanying debit card ("Card") and all other products, including without limitation the Transcheck® product (collectively, the "Money Network Products"), constitutes a contract ("Agreement") which sets forth the agreed terms of the Money Network Paycard Program ("Program"), including the Card and the other Money Network Products and their uses, and the responsibilities and liabilities between you, the "Holder" and us. In this Agreement, the words "you," "your" and "yours" refer to you, the Holder. The words "we", "us", and "our" mean First Financial Bank ("FFB"), as provider of the Money Network Products, and all associated affiliates and associations required to fulfill the terms and conditions of the Program. **BINDING AGREEMENT; NO INTEREST IN FUNDS** – This Agreement is a binding legal obligation. You confirm and agree that you will not earn interest on the funds transferred or maintained in the Account.

RESPONSIBILITY

You agree that you are financially responsible for all uses of the Card and the other Money Network Products and for the information provided to us, our representatives, agents or employees, by you or others permitted to use either your passwords or other personal identifying names or other information, whether by Web site data entry, ATM use, or otherwise.

OWNERSHIP AND USE OF THE CARD AND MONEY NETWORK PRODUCTS

The Card and other Money Network Products are and will remain our property. However, you will be solely and completely responsible for their possession, use and control. You must surrender or destroy the Card and other Money Network Products immediately upon our request. Neither the Card nor other Money Network Products shall be used for illegal purposes.

CHANGES/AMENDMENTS

We may change any part of this Agreement at any time. We will give you advance notice of the change if required by law. By continued use of the Card or other Money Network Products, you agree to any such changes or amendments.

TERMINATION

We may, at any time, for any or no reason, terminate this Agreement and/or temporarily or permanently suspend your right to use the Card and/or other Money Network Products. You agree to destroy the Card if this Agreement is terminated. We will remit the balance of funds in your Account by remitting a paper check to the name and address last provided by you. You also may close your Account at any time, either online or by calling (888) 913-0900. In any event, a cancellation fee may be charged.

YOUR ACCOUNT IS A NOW ACCOUNT

The Account is maintained as a Negotiable Order of Withdrawal (NOW) account and is FDIC insured up to \$100,000. First Financial Bank reserves the right to require you to provide seven days written notice prior to any withdrawal of funds from the Account. Although this right is rarely, if ever, exercised, we are required to reserve this right under applicable law governing NOW accounts.

SOURCES OF FUNDING

You may direct your employer to transfer your salary or other compensation into the Account electronically. Transferring of funds by your employer should be reported to the appropriate governmental agencies by your employer and you should be sure to obtain the appropriate notification, for the purposes of tax reporting, from your employer. We bear no responsibility, whatsoever, for any such reporting or tax liabilities. We may also allow other ACH deposits at our discretion. You may not deposit or transfer funds to the Account via cash or paper check transfer unless we agree to provide that service by allowing you to designate additional funding methods.

AVAILABILITY OF FUNDS

Our current policy is to make electronic direct deposits on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to make payments that you have authorized. For determining availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If an electronic direct deposit is made before 5:00 P.M. on a business day that we are open, we will consider that day to be the date of deposit. However, if an electronic direct deposit is made after 5:00 P.M. or on a day we are not open, we will consider that deposit made on the next business day we are open.

FUNDING LIMITS

There is no limit upon the maximum amount that may be transferred to your Account by your employer for salary and other compensation earned by you.

SPENDING LIMITS

The maximum amount allowable for purchase from merchants for Point-of-Sale (POS) transactions using the Card (POS transactions) or payment utilizing the Money Network Products (e.g., Transcheck®) may not be more than the total funds available in the Account, less any applicable fees and service charges. The maximum amount allowable for POS transactions, including cash received from any merchant that has agreed to provide cash back services as part of

such transactions, is \$600 per day. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity. You agree to be financially liable for any spending beyond the available Account balance and any spending overdraft may be immediately repaid from the next transfer of funds into the Account. Additional limits may be indicated on the fee schedule contained in your card opening kit.

WITHDRAWAL LIMITS

The maximum amount allowable for cash withdrawals from ATMs and network member banks is \$400 per 24-hour period.

REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with the Card or other Money Network Products, you agree to accept credits to your Card in place of cash.

CARD/MONEY NETWORK PRODUCT USES

You can use the Card and the Money Network Products to:

- (1) Make purchases from a merchant displaying any of the Network (*i.e.*, AFFN, Cirrus, Maestro, NYCE, Pulse, Star or Visa) logos appearing on your Card. When making purchases, select the debit option that requires you to enter your Personal Identification Number (PIN), which is provided for your use and protection. Alternatively, if your Card bears the Visa logo on the front, you may elect to provide your signature instead of your PIN (a "signature debit transaction"). However, signature debit transactions are not permitted at merchant locations outside the U.S. When using your Card at a merchant location outside the U.S., you must enter your PIN.
- (2) Withdraw cash from an automated teller machine (ATM) displaying any of the Network logos appearing on your Card. You will be required to enter your PIN.
- (3) Obtain cash from places that have agreed to provide cash back at the point of sale.
- (4) In each case, the amount of the purchase or cash accessed is deducted from your Card balance. We may sometimes change or add Networks to which your Card has access. You can also use the Card and the Money Network Products to write a Transcheck® to a payee for a pre-authorized amount using the Interactive Voice Recognition Unit (IVRU) at (888) 913-0900. The IVRU process requires you to enter the digits on your Card in order to access your funds with a Transcheck®. The preauthorized amount plus any applicable fees will be debited against your balance immediately.

CONFIDENTIALITY

You should not disclose the PIN or record it on the Card or any of the other Money Network Products or otherwise make it available to anyone else. If the Card or PIN, or any of the Money Network Products, is lost or stolen or if someone else may be using them without your permission, notify us at once by calling this toll-free number: (888) 913-0900. If you authorize or permit someone else to use any of the Card, Money Network Products and/or PIN, you will be liable for any transactions made by that person. At any time, you may temporarily suspend the use of your Card and the Money Network Products by calling (888) 913-0900. You alone may reactivate the Card and the Money Network Products at any time after it has been suspended by calling (888) 913-0900.

PAYMENT

Each time you use the Card or other Money Network Products, the amount of the transaction, including all associated fees and service charges, will be debited from the balance of funds in the Account. You are not allowed to exceed the Account balance when making any purchase or using the Money Network Products. You agree that all fees and charges specified in this Agreement may be deducted from the Account balance. You agree to pay any Account balance deficiency at once, together with all costs of collection.

OPERATING FEES

You will be charged the fees indicated on the fee schedule in your card opening kit. We reserve the right to, from time to time, revise the fees charged to you and will notify you accordingly.

FOREIGN TRANSACTIONS

If you get funds at an ATM that dispenses currency other than U.S. currency (or if you make a purchase at a POS location in other than U.S. currency), the Network through which your transaction is processed will convert the debit or credit into a U.S.-dollar amount. The conversion rate will be determined using the Network currency conversion procedures then in effect. The conversion rate on the processing date may differ from the rate on the date of your transaction. We will post the converted U.S.-dollar amount determined by the network, as described above, to your Account.

OUR RIGHT TO OFFSET

We have the right to offset against the Account balance for any indebtedness owed by you to us, whether individually or jointly owed. We may offset against the Account balance either before or after your death without demand or notice to you. We will not be liable for any dishonored transaction entry that results.

TRANSACTION AND PERIODIC STATEMENTS

Generally the ATM or merchant will offer you a receipt when you make a transaction at an ATM or POS location. We will also mail or make available to you a statement (your "Account Statement") showing your transactions under the Program, your Account balance and the amount of any fees or other charges imposed under this Agreement. An Account Statement will be mailed to you for any month in which you used your Card or quarterly for so long as you are a participant in the Program at the current address shown in our files, unless you request in writing that we mail Account Statements to a different address. If an Account Statement is undeliverable, we reserve the right to discontinue mailing Account Statements. You may also request details of Card or Money Network Product activity, entries, transactions and

history by calling our Interactive Voice Recognition Unit (IVRU) at (888) 913-0900. In addition, you may obtain details of Card or Money Network Product activity, entries, transactions and history by accessing our Web Site at www.moneynetwork.com.

WEB SITE AND ACTIVITY

Although considerable effort is expended to make our Web Site and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Web Site changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of natures, labor disputes and armed conflicts. You agree to act responsibly with regard to the Web Site and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Web sites systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

LINKS

Our Web Site may contain links to other Web Sites, provided as a convenience to you and not an endorsement by us. We are not responsible for the content of any such Web Site, which you enter at your own risk.

YOUR LIABILITY

Tell us AT ONCE if you believe your Card or any of your Money Network Products has been lost or stolen. TELEPHONING US AT (888) 913-0900 IS THE BEST WAY OF KEEPING YOUR POSSIBLE LOSSES DOWN. If you believe your Card has been lost or stolen, or that you have lost information that would enable someone to authorize a Transcheck® without your permission, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or authorizes a Transcheck® without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or information, and we can prove we could have stopped someone from using your Card or authorizing a Transcheck® without your permission if you had told us, you could lose as much as \$500. Also, if your Account Statement shows debits or withdrawals from your balance that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

OUR LIABILITY

We will not be liable for your losses or damages if we do not complete a transfer to or from your Account on time or in the correct amount under the following circumstances:

- (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer or payment;
- (2) If the automated teller machine where you are making the transfer does not have enough cash;
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (5) If funding is delayed or cannot be completed because of insufficient funds existing in the account designated to fund the Account; or
- (6) For other exceptions allowed by law.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR:

- (A) DAMAGES ARISING FROM OR RELATING TO THE CARD OR MONEY NETWORK PRODUCTS OR THIS AGREEMENT, BEYOND THE SUM OF ONE HUNDRED DOLLARS (\$100) (IN ADDITION TO REMITTING TO YOU YOUR CARD BALANCE, IF ANY); UNLESS YOU HAVE OBTAINED A HIGHER LIABILITY LIMIT BY CALLING PAYCARD CUSTOMER SERVICE AND PAYING AN ADDITIONAL CHARGE THEREFOR; OR
- (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED EITHER ORALLY OR IN WRITING. WE ARE NOT AFFILIATED WITH OR RESPONSIBLE FOR THE ACTIONS OR OMISSIONS OF YOUR EMPLOYER. ANY DISPUTES THAT ARISE BETWEEN YOU AND YOUR EMPLOYER ARE NOT OUR RESPONSIBILITY.

PRIVACY POLICY

We may disclose information to third parties about your Card, Money Network Products or the transfers or payments you make:

- (1) Where it is necessary to service your Card or other Money Network Products;
- (2) In order to verify the existence and condition of your Card, Money Network Product or Card balance for a third party, such as a merchant or bank;
- (3) For security purposes, fraud deterrence, and when necessary to prevent identity theft;
- (4) In order to comply with government agency or court subpoenas and/or orders;
- (5) If you give us your written permission; or
- (6) In accordance with our Privacy Policy, a copy of which has been provided to you.

APPLICABLE LAW AND COURT PROCEEDINGS

This Agreement is governed by applicable federal laws and the laws of the State of Colorado, irrespective of the choice-of-law provisions of any state. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

RESOLUTION OF DISPUTES

For customers except those who reside in California: Any dispute or claim arising from or relating to the Program, your Account, the Card, the Money Network Products, this Agreement or any transaction related thereto, including any dispute or claim regarding the applicability of this provision, shall be settled by binding arbitration administered by the National Arbitration Forum ("NAF") under its Code of Procedure in effect at the time the claim is filed, with such arbitration to be held in the most populous city in the state in which you reside, or in such other location as you and we (each a "party" and collectively, "parties") may mutually agree. Each party shall bear its own attorneys', experts' and witness fees, which shall not be considered costs of arbitration. Judgment on any award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction thereof. The parties agree that neither of them shall have the right to participate as a representative or a member of any class of claimants pertaining to any claim subject to arbitration under this paragraph and that claims of third parties shall not be joined in any arbitration between the parties. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, www.arbitration-forum.com, or at P.O. Box 50191, Minneapolis, MN 55405. The parties acknowledge and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1-16. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph. **THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THEY ARE WAIVING ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity of other provisions.

ASSIGNMENT

You may not assign, convey, subcontract, sell or transfer any of your rights or obligations under this Agreement. We may assign this Agreement and any of our rights and obligations at any time, subject to any notice required by law. Any of our obligations under this Agreement may be performed by third parties on our behalf.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers and Account or Money Network Product activity, call or write us at the telephone number or address listed below, as soon as you can, if you think your Account Statement or any receipt is wrong or if you need more information about a transfer or activity listed on the Account Statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name, Account number, and any transaction or authorization code (if applicable).
- (2) Describe the error, the transfer or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will also require that you send us your complaint or question in writing, in the form of a sworn affidavit, within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a point-of-sale transaction, foreign-initiated transfer or payment with respect to a Transcheck®) to investigate your complaint or question. If we decide to do this, we will credit your Account balance within 10 business days (20 business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. Your Account is considered a new Account for the first 30 days after the first transfer is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was an error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

PAYCARD CUSTOMER SERVICE

**2525 HORIZON LAKE DRIVE
SUITE 120
MEMPHIS, TENNESSEE 38133**

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 800-424-2214 or 901-371-8000 EXTENSION 17633

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Unless you decide to accept these Terms and Conditions, you will not be able to enroll for the Account.

You may withdraw your acceptance and consent at any time, but if you do, we will immediately terminate your Account and Money Network Products, and refund any Account balance by sending you a check in the mail. Your withdrawal and subsequent termination of the Account may incur a cancellation fee that will be assessed to the Card prior to any refund.

By accepting, retaining, activating and using the Money Network Card, I understand that:

- (1) I agree to this Accountholder Agreement Terms and Conditions and Fee Schedule.
- (2) I acknowledge receipt of the Account Privacy Policy.

TRUTH-IN-SAVINGS DISCLOSURE

No interest is paid on balances in your Account. Please refer to the separate fee schedule that was provided in your account opening kit for additional information about charges.

MEMBER FDIC

Funds in your Account are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000.