

FIRST FINANCIAL BANK, N.A.

ONLINE SERVICES AGREEMENT

Agreement

This Online Services Agreement ("Agreement") between you and First Financial Bank, N.A. governs your use of First Financial Bank's Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). As used herein, the terms "Bank", "us", "we", or "our" means First Financial Bank, N.A. Online Services permit you to gain online access to certain of your eligible accounts, view certain information, perform certain banking functions and access certain products. Eligible accounts include:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Certificates of Deposit
- Loans

When you enroll, use, or authorize others to use, Online Services, you accept and agree to be bound by the terms and conditions of this Agreement, and acknowledge its receipt and your understanding of its terms.

Relation to Other Agreements

The applicable depository "Terms and Conditions of Your Account" also govern each of your deposit accounts. Your use of Online Services may also be affected by other agreements between you and us for your accounts with the Bank. When you enable an account for Online Services, you do not change the "Terms and Conditions of Your Account." You should review the "Terms and Conditions of Your Account" for any applicable fees, limitations on the number of transactions you can make, and other restrictions that might affect your use of an account with Online Services. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans, or other business relationships with us. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect.

Any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic transfers through Online Services from your account.

About Online Services

Through Online Services, you can access and manage eligible and enrolled accounts and perform certain transactions using a personal computer or mobile device. You can use Online Services to conduct certain services online for enrolled account. Examples of what you can do using Online Services include:

- View account balances, account details, and specific transaction information
- View and download transaction history and account statements
- Place a stop payment on a check
- Make payments to billers within the United States (Conditions apply)
- Send and receive secure communications
- Request a change of address
- Deposit certain checks using a mobile device (Conditions apply)
- Enable or disable debit card transactions and temporarily modify transaction limit.
- Move money between your eligible and enrolled accounts at the Bank
- Move funds to registered external accounts
- Send domestic and international wire transfers (Conditions apply)
- Register to receive automated activity and security alerts via voice, text, or email

Some services may not be available for certain accounts or customers.

Accessing Accounts

You may access any eligible account for which you are an owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Banking, Business Online Banking, Mobile Banking, or Business Mobile Banking Services, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to your use of Online Services. You understand and agree that any one user can initiate transactions (including funds transfers or bill pay transactions) from any of your accounts using Online Services regardless of whether the user is an authorized signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or have other restrictions. You are agreeing that we may consider all such transfers as having been authorized by you.

The Primary Account Holder may be granted system administrative powers to establish individual user rights for accounts, authorize and alter rights of any users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove Supervisory rights to or from other users. By accepting this agreement, you acknowledge that the Bank has advised you and your assignees of the liabilities created by appointing a system administrator; and agree that the Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Online Banking Supervisor(s) and the actions, now and in the future, of the Online Banking Supervisor(s).

Additional Provisions Applicable to Business Accounts.

You represent that each individual who has been granted access to Online Services has general authority from your business to give instructions to the Bank with respect to your enrolled account upon entry of your authentication techniques such as username, password, PIN, Mobile Authorization Code, and/or authentication token ("Codes") (including general authority over the movement of your funds and over accounts with the Bank) and that the Bank has full authorization from your business to rely and act upon instructions from the individual identified by such Codes. You accept responsibility for unauthorized access to Online Services with your Codes by your employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of your business) as evidenced in an account agreement, banking resolution, power of attorney or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

Transaction Processing Schedule

Our business days are Monday through Friday, except legal bank holidays or as otherwise posted in our banking locations. An Online Services transaction initiated on a business day is posted to your account the same business day. External funds transfers completed after two (2) PM (Central Time), Mobile Check Deposits completed after seven (7) PM (Central Time), and all transfers and stop payments completed on a non-business day, will be processed the following business day. Account balances and transaction histories reflect activity through the close of the previous business day. Transactions that have not been processed may display as pending and may reflect in account balance calculations.

Additional Terms and Conditions

Separate terms and conditions may govern specific features provided within Online Services including, but not limited to, Bill Payment, Debit Card SMS Text Alerts, Mobile Check Deposit, Bill Management, and Electronic Communication Services and are available at the time of enrollment into the service.

System Unavailability

Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We shall have no liability for interruptions or delays in services due to systems unavailability.

When unavailable, you may use our telephone banking system, an automated teller machine ("ATM"), customer contact center or a branch office to conduct your transactions.

Changes to Online Services

We may periodically introduce new capabilities to Online Services, or modify or delete existing capabilities. We will notify you of these changes if we are legally required to do so. By using these services when they become available, you agree to the terms contained in this Agreement, any attachments, and subsequent amendments.

Security

We have implemented various Online Services security controls including, but not limited to:

- Restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system.
- Controlling access by requiring authentication Codes. Additional password complexity, password expiration requirements, or other Codes may be required based on your transaction authority.
- Automatically terminating sessions after a period of inactivity. Third-party services accessed through Online Banking are subject to those vendor's restrictions.
- Requiring a secure access code (for identification purposes) if the computer you are using is not familiar to us.
- Authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services.
- Detecting potentially fraudulent transactions using risk and fraud analytics system.
- Limiting account access, transactions, and providing the ability for dual-authorization for certain transactions across multiple channels.
- Requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

Online Banking Codes

Your Codes will give you access to your accounts and ability to perform certain transactions through Online Services. The Bank is entitled to act on any instructions it receives using your Codes. Memorize your password. Do not write your password down or store it electronically. You should change your password regularly. You can change your password within our Online Services systems. You are responsible for the confidentiality and use of your username and password and other security data, methods and devices in accessing and using Online Services. You are responsible for keeping your password and account data confidential. When you give someone your username and password, you are authorizing that person to use Online Services. We will therefore consider any access to Online Services through use of valid security credentials to be duly authorized by you, and we will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You are responsible for all Online Services transactions performed using your username and password, even if you did not intend or authorize them.

If you believe that your password may have been lost or stolen, notify us at once.

Virus Protection

The Bank is not responsible for any electronic virus that you may encounter online. You confirm that you have investigated our online security procedures and that you have instituted the proper controls for access to Online Banking through your computers, mobile devices, and terminals. You confirm that the security system and

controls are commercially reasonable for your business and appropriate for your personal accounts. You agree that you are responsible for the performance and protection of any browser or operating system used in connection with Online Banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. We encourage you to scan your computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

Electronic Mail (e-mail)

E-mail sent via your own software may not be secure. You should not include confidential information, such as account numbers and balances, in normal Internet e-mail to the Bank. You agree to contact us electronically only by using the secure messaging capability in our Online Banking system.

You cannot use e-mail to initiate account transactions. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Equipment, Software, and Internet Services

You are responsible for maintaining equipment you will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. You are responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider.

Browser support is subject to change with little to no notice. We encourage you to configure your browser for automatic browser updates. Use the most recent browsers available for the most secure experience. If you try to log on with an unsupported browser, you will be redirected to download a new version of an acceptable browser.

Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. We strongly caution against installing any software that modifies a mobile operating system, and we may deny service for any mobile device that has installed any unauthorized software.

We are not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of your equipment. We are not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of your software, hardware, or internet connection.

Alerts and Mobile Text Messages

Online Services includes alerts and mobile text messaging capabilities. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address, or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, 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 termination of the Agreement.

The alerts and text messages are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), wireless communication service provider, or other parties. We will not be liable for

losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with us, and you may automatically receive certain alerts for enrolled accounts. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences.

Location Based Information

If you use any location-based feature of any of the Online Services, you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the application or service. You may turn off location-based features at any time within your mobile device settings. If you wish to revoke access to such information, you must cease using location-based features of the application or service.

Statements / Unauthorized Transactions in Your Accounts

All of your payments and funds transfers will appear on your monthly account statement(s). You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately contact our Customer Service. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments).

Electronic Funds Transfer Disclosure Statement

Some of the accounts to which you have household access through Online Services may be governed by the Electronic Funds Transfer Act (EFTA) and Regulation E ("Reg E"). In general, the EFTA and Reg E govern accounts established by a natural person primarily for personal, family, or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

Tell us **AT ONCE** if you believe your Codes (username and password) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Notifying us by telephone is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your username and password, you can lose no more than \$50 if someone used your username and password without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your username and password, and we can prove we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or provided electronically to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your username and password have been lost, stolen, or compromised, call our Online Customer Service.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

Online Customer Service

If you need assistance or to notify us of an error or lost, stolen, or compromised access codes, call 1-888-588-2623. You may also communicate with us through Online Banking secure message or write to:

Online Banking Support
First Financial Bank, N.A.
P.O. Box 701
Abilene, TX 79604

Termination and Changes in Terms

The Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, we will notify you using one or more of the following:

- Electronic mail
- Physical mail at the address shown in our records
- Online Banking secure message
- Website content

The Bank reserves the rights to terminate and purge Online Services customers who have not accessed or utilized the service for an extended period of time. Should your access be terminated due to inactivity, you will be permitted to re-enroll. You may terminate this Agreement at any time by providing us with written notice, email, or by calling us at 1-888-588-2623. This cancellation will become effective when we receive notice from you as provided above and apply only to Online Services and does not terminate any other agreements you may have with us.

Trial Version

If you registered for a trial use of Online Services, you will have access to the Online Services for the specified period of the trial ("Trial Period") unless you terminate before the trial period ends. You must decide to purchase a license to the Online Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you terminate before the Trial Period ends or do not purchase a license to the Online Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

Beta Features

From time to time, we may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature.

Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Features is at your sole risk.

Provider Services

In connection with your use of and as part of the functionality of the Services, you may have access to certain online services or information that may be made available by your provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from your provider(s). The Services are designed to allow you to access Provider Services (if and to the extent provided by your provider(s)) to set up banking and other information, allow the Services to access your account(s), download transactions into the Services and otherwise aggregate information from your account(s) with your provider(s).

You acknowledge and agree that we have no control over the provision of Provider Services or provision of access to the Provider Services by your provider(s), do not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in your inability to use the Services to access your accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

Limitation of Damages and Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "losses") caused by your use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers.

In addition, the Bank disclaims any responsibility for any electronic virus(s) you may encounter after installation of such software or use of Online Banking or the online services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by you in your jurisdiction. If you choose to use Online Services, you do so at your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services, or contained in any third party sites linked to or from the Bank's website.

Warranty Disclaimer

All information and services are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness or a particular purpose, error-free operation, title or non-infringement. The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of Online Services, or any software that may be used in connection with the same.

Indemnification

You shall indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of:

- You or your agent's negligence;
- You or your agent's failure to comply with applicable federal and state laws, rules and regulations; or
- You or your agent's failure to comply with the terms of this Agreement.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. You may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to you by the Bank or its suppliers. You must not include any obscene, libelous, scandalous, or defamatory content in any communications with the Bank or its suppliers.

Assignment

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement, including the Additional Terms below, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Bank.

Waiver

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Links to other Sites

Information that the Bank publishes online may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other website that you may access to, from, or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control.

Miscellaneous

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

First Financial Bank, N. A. is an Equal Housing Lender. Member FDIC.

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