#### E-SIGN NOTICE TO USE ELECTRONIC RECORDS AND SIGNATURES

# Introduction

First Financial Bank is required by law to give you certain information "in writing", which means you are entitled to receive paper copies. With your consent, however, we can provide you important agreements, disclosures, statements, records, documents, and other information ("Communications") to you electronically. We need your general consent to use electronic records and signatures throughout our relationship with you. Described below are the terms outlined for providing Communications to you electronically.

**Note:** Whether you viewed this Notice online or received this Notice at a branch location or by mail, for us to provide Communications to you electronically, you may receive an email delivered to your email address from a third-party delivery system. Within this email is an option to "Review Documents". If you choose this option, this will facilitate the delivery of providing Communications to you electronically. If you do not choose this option, paper copies will be provided instead.

## **Definitions**

In this E-Sign Notice to Use Electronic Records and Signatures ("Notice"), the words "we," "us," and "our" mean First Financial Bank, affiliates, successors, and assigns. The words "you" or "your" mean each applicant, account owner, and anyone else giving their consent and has access to the account(s). If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

"Access Device" means any electronic device you use to access your account and view electronic documents. This includes but is not limited to a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or smartphone.

## **Prior Consent**

You may have previously obtained a product or service from us. By consenting to this Notice, you agree that we may provide you with Communications for those products and services in electronic format, regardless of whether you elected to do so in the past.

### **Future Consent**

If you seek to obtain a product or service from us in the future, we may again request consent to this Notice. If you then decide for us not to provide you Communications to you electronically for a new product, your decision does not withdraw prior consent for any other First Financial Bank product.

### **Getting Paper Copies; Withdrawing Your Consent**

If we provide Communications to you electronically, and you want a paper copy, you may contact us and request a paper copy. To submit a paper request of any record related to a product or service or to withdraw your consent to receive Communications electronically, please contact us as described below. There may be a charge for receiving paper versions of certain Communications.

First Financial Bank 225 Pictoria Drive, Suite 600 Cincinnati, OH 45246 1-877-322-9530 CLDP@bankatfirst.com

#### **Consequences of Changing Your Mind**

If you elect to receive Communications only in paper format, it will slow the speed at which we can complete certain steps in delivering products and services to you because we will need first to send Communications to you in paper format, and then wait until we receive back from you your acknowledgment of same. Further, you will no longer be able to use the third-party delivery system to receive Communications electronically from us or to sign electronically documents from us.

### **Updating Your Email Address**

You must promptly let us know of a change in your email address. Contact us at the phone number or email address provided above.

### **Hardware and Software Requirements**

To receive Communications electronically, you must have access to the following technology:

- 1. A personal computer or other device which can access the Internet.
- 2. A Current Version (defined below) of an internet browser we support, such as, Safari, Chrome, or Microsoft Edge.
- 3. A current version of a program that accurately reads and displays PDF files.
- 4. Our mobile software application, if applicable, and a mobile device that will support our mobile software application and has location services enabled regarding our mobile software application.
- 5. A printer if you wish to print out and retain records on pager.
- 6. A working email account to receive, view, sign, and print your Records.

By "Current Version", we mean a version of the software that is currently being supported by its publisher. If you have trouble accessing any information provided by us related to the account to which you are applying, contact us at the information provided above.

## **Multiple Access Devices**

Your acceptance of this Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a traditional computer, the terms of this Agreement will apply to electronic documents accessed on a mobile device (or vice versa).

Additionally, by viewing and accepting this agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device. Continuing your application on other Access Devices is your reaffirmation of this Agreement.

Please contact our Customer Service Center at 877-322-9530 if you have difficulties accessing or viewing electronic documents on your selected Access Device.

## **Agreement and Consent**

By providing your consent to this Notice, you are representing and warranting to us the following:

- 1. You have read, understand, and agree to the terms in this Notice.
- 2. You confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized users, account owners and/or service users identified with your First Financial Bank product.
- 3. You will use Electronic Records and Signatures to complete your transaction.
- 4. Electronic Records and Signatures will have the same legal effect as written and signed paper documents.
- 5. You have the necessary hardware and software to view, save, and print PDF files and have an active email account.
- 6. Your agreement and consent are valid until you withdraw your consent as provided above.