

## FIRST FINANCIAL BANK PRICING INFORMATION ADDENDUM

**ANNUAL PERCENTAGE RATE (APR):** The APR for Purchases is the Prime Rate plus 6.74% or 8.74%. The APR for Cash Advances is the Prime Rate plus 18.74%. These APRs will vary with the market based on the Prime Rate.

**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 if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.

**BALANCE COMPUTATION METHOD:** We use a method called average daily balance (including new purchases).

**CASH ADVANCE FEE:** Either \$5 or 3% of the amount of each Cash Advance, whichever is greater.

**FOREIGN TRANSACTION FEE:** 3% of the amount of the transaction in U.S. dollars.

**LATE PAYMENT FEE:** Up to \$35

**RETURNED PAYMENT FEE:** Up to \$35



### TERMS AND CONDITIONS

These Terms and Conditions and Notice (Agreement), the accompanying Summary of Credit Terms (Summary), any replacement Summary we provide to you, the card carrier we send with any credit card we issue on your account (Card), any documents accompanying your Card and the application you signed or otherwise submitted govern the use of your credit card account (Account). The Summary, card carrier, accompanying documents, brochure, and application are part of and incorporated into this Agreement. You, and your mean any person who signed or otherwise accepted an application for credit that we approved and anyone else such person permits to use the Card. We, us, and our, mean First Financial Bank, N.A., Hamilton, Ohio, and its successors or assignees.

If you have a secured Card, as a condition of approval or continuation of this Account, we have required you to maintain a Collateral Account and give us a security interest in that Collateral Account under a separate Secured Credit Card Collateral Account Agreement.

**1. Use of Card.** You can use your Card to (i) buy or lease goods and obtain services or insurance (Purchases) wherever the Card is honored, (ii) get instant cash loans (Cash Advances) from any financial institution that accepts the Card and (iii) transfer balances you owe to other creditors using means we may provide from time to time (Balance Transfers). We will disclose the terms that apply to Balance Transfers at the time of offer. You will owe us for all Purchases, Cash Advances and Balance Transfers charged by the use of the Card, plus any other fees and costs (Debits) to your Account made under the terms Sections 8 and 9 of this Agreement, plus any Interest, all payable in U.S. dollars and as required by this Agreement. The Card shall remain our property and we may at any time revoke its use and demand its immediate surrender pursuant to Section 11 of this Agreement. You agree not to use your Card for any transaction that may be illegal, or any transaction in connection with Internet gambling.

**2. Credit Line.** Your Credit Line is listed on the documents accompanying your Card. Your Credit Line may be changed from time to time and your current Credit Line will be listed on your monthly billing statement.

**3. Statements and Payments.** If you have a balance on your Account, we will send you a monthly statement that will show, separately, your Purchases/Debits balance, your Cash Advance balance, your Balance Transfer balance, interest charges, the Minimum Payment due and the date the payment is due. You can pay all of your outstanding balance on your Account at any time, but you must make at least a Minimum Payment calculated as set forth in the Summary on or before the payment due date, which will be at least 27 days after the close of each billing cycle. We will apply payments up to the required Minimum Payment received on your Account to the balances due on your Account in any order we select, subject to any limitations of applicable law. We will apply any amounts in excess of the required Minimum Payment in accordance with applicable law.

**4. Balance Subject to Interest.** We will calculate interest for each type of balance on your Account each cycle by multiplying the applicable daily or monthly periodic rate (as described in Sections 6 and 7 below) by the balance subject to the interest rate (Interest) and, if your periodic rate is daily, the number of days in the billing cycle. The balance subject to Interest for each type of balance is the average daily balance of your Account. To get the average daily balance for each type of balance we (i) take the beginning balance of your Account each day, (ii) add any new transactions and Debits and (iii) subtract any payments, credits and Unpaid Interest. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

**5. When Interest Begins.** If you pay your entire balance (or a portion thereof) of new Purchases/Debits and any previously billed Interest for Cash Advances on or before the payment due date on the first statement showing the new Purchases/Debits, we will not charge Interest on such Purchases/Debits or such portions thereof, as applicable. Otherwise, we will begin charging Interest on Purchases/Debits and Cash Advances on the date of the transaction (or, at our option, a later date). There is no grace period for Cash Advances.

**6. Periodic Rates.** The periodic rate or rates used to calculate Interest on your Account each billing cycle will be the Annual Percentage Rate (APR) divided by 12 (if your periodic rate is monthly) or 365 (if your periodic rate is daily). Different periodic rates may apply to Purchases/Debits, Cash Advances and Balance Transfers. The periodic rate(s) and corresponding APR(s) for your Account are set forth in the Summary and any Balance Transfer offer we may make.

**7. Variable Rates.** If you have a variable rate account, the monthly periodic rate for each billing cycle will be the sum of (i) the Prime Interest Rate (Index) as quoted in the Money Rates Table of *The Wall Street Journal* on the 10th business day of the previous month and (ii) the Margin set forth in the Summary or Balance Transfer offer, with a maximum APR set forth in the Summary or Balance Transfer offer. Any changes to the Index will be effective on the first day of the next billing cycle and will apply to new Purchases/Debits, Cash Advances and Balance Transfers and to the outstanding balance of your Account. The APR may increase as often as each month if the Index increases. If any 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 of the change.

**8. Fees.** We may charge the following fees.

- \* **Annual Fee.** If applicable to your Account, we will charge you an Annual Fee at Account opening and each year thereafter on your anniversary date in the amount set forth in the Summary.
- \* **Cash Advance Fee.** For any Cash Advance, we will charge you a fee in the amount set forth in the Summary. This fee applies to all Cash Advances, including those made inside any bank lobby or at an ATM machine.
- \* **Foreign Transaction Fee.** For any transaction you make outside the U.S. or in a currency other than U.S. dollars including exchanges, we will charge you a fee in the amount set forth in the Summary.
- \* **Late Payment Fee.** If we do not receive your Minimum Payment by six (6) days after the payment due date, we will charge a Late Payment Fee in the amount set forth in the Summary.

The Late Payment Fee will be \$25 (\$35 if a payment is late again within six billing cycles) or the Minimum Payment due when the payment was late, whichever is less.

- \* **Returned Payment Fee.** If any check or any instrument given for payment on the Account is dishonored for any reason, we will charge a Returned Payment Fee in the amount set forth in the Summary. The Returned Payment Fee will be \$25 (\$35 if a payment is returned again within six billing cycles) or the Minimum Payment due immediately before the payment was returned, whichever is less.

**9. Default.** You will be in default if you (i) fail to make any required payment on your Account or any other account with us when due, (ii) die, (iii) file bankruptcy or become insolvent, (iv) exceed your Credit Line without permission or (v) have given us any false, misleading or incomplete information or signature. Following your default, we may exercise any rights the law allows, including, but not limited to, the rights to (i) reduce your Credit Line, (ii) suspend or cancel your Account, (iii) accelerate payment of all amounts owing on your Account (that is, we may declare all amounts owing on your Account to be due and payable immediately or according to such accelerated payment schedule as we require) and/or (iv) bring an action to collect amounts owed. Unless required by law, we may take any of these actions without notice to you. If we have to refer collection of the Account to an attorney or have to determine the non-dischargeability of the debt in bankruptcy court, you will be responsible for our reasonable attorneys' fees and any court costs, if allowed by law. If we accelerate payment of your Account, the unpaid principal balance of your Account will bear interest until it is paid in full at a rate equal to the APR in effect on the date of acceleration and that APR will not vary with the market.

**10. Lost or Stolen Cards.** The Card is not transferable. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at 225 Pictoria Dr., Suite 800 – Card Services, Cincinnati, Ohio or call us at 1-800-221-8890. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50. You may not use the Card or any other Cards in your possession with the same Account number after you have notified us, even if you get the Card back.

**11. Cancellation.** You may cancel your Account at any time by notifying us, in writing, and returning the Card cut in half. We may cancel or suspend your Account at any time and for any reason. If we cancel your Account, you will destroy the Card by cutting it in half and will give it to us or our agent, or mail it to us. If the Account is cancelled or suspended, you will pay us the amount you owe us as required by this Agreement.

Use of the Account after notice of its cancellation or suspension is fraudulent and may subject you to legal proceedings.

**12. Liability.** You will be liable individually and together for all Purchases, Cash Advances and Balance Transfers any of you make using the Card or Account and any Interest and Debits incurred under this Agreement.

**13. Irregular Payments.** We can accept late payments or partial payments, or checks and money orders marked with Payment in Full or similar language, without losing any of our rights under this Agreement. No payment will operate as an accord and satisfaction without our prior written approval. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes payment in full of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to 225 Pictoria Dr., Suite 800 – Card Services, Cincinnati, Ohio 45246.

**14. Foreign Transactions.** The credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (i) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (ii) the government-mandated rate.

**15. Information Sharing.** We may provide your personal data to credit card associations for the purpose of providing emergency cash and emergency card replacement services.

**16. Credit Reports.** If you believe that we have inaccurate information about you or may report or have reported inaccurate information about you to a consumer reporting agency, you may notify us at 225 Pictoria Dr., Suite 800 – Card Services, Cincinnati, Ohio 45246. In doing so, please identify the inaccurate information and tell us why you believe it is inaccurate. If you have a copy of the report that includes the inaccurate information, please send a copy of the report to us as well.

**17. Waiver.** We won't be considered to have waived our rights under this Agreement if we delay enforcing them.

**18. Changes in Terms.** Subject to the limitations of applicable law, we may at any time change, add to, or delete any of the terms and conditions in this Agreement, including, but not limited to, Interest rates and fees and this Changes in Terms provision. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Line on your Account with us, your credit score, and information contained in your credit report. We will give you notice of any change, addition, or deletion as required by applicable law. As of the effective date, the changed terms will apply to new Purchases/Debits, Cash Advances and Balance Transfers and to the outstanding balances of your Account, to the extent permitted by applicable law.

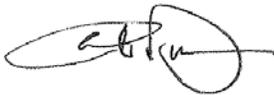
**19. Governing Law.** This Agreement will be governed by federal law applicable to a national bank and, to the extent not preempted by federal law, the laws of the state of Ohio without regard to its conflicts of law provisions. We have accepted this Agreement in the state of Ohio.

**20. Severability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

**21. Entire Agreement; Interpretation.** This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

**YOUR SIGNATURE:** Your signature, including any electronic or digital signature, on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

**OUR SIGNATURE:**



Alan B. Druso  
First Vice President

**First Financial Bank, N.A.**, Hamilton, Ohio

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## SUMMARY OF CREDIT TERMS

### INTEREST RATE AND INTEREST CHARGES

**Annual Percentage Rate (APR) for Purchases: 9.99% or 11.99%**  
This APR will vary with the market based on the Prime Rate.

**APR for Cash Advances: 21.99%**

This APR will vary with the market based on the Prime Rate.

**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 if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.

**For Credit Card Tips from the Federal Reserve Board:** To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <http://www.FederalReserve.gov/CreditCard>.

**FEES**

**Annual Fees: \$0.00**

**Transaction Fees**

- \* **Cash Advance:** Either **\$5** or **3%** of the amount of each Cash Advance, whichever is greater.
- \* **Foreign Transaction:** **3%** of the amount of the transaction in U.S. dollars.

**Penalty Fees**

- \* **Returned Payment:** Up to **\$35**
- \* **Late Payment:** Up to **\$35**

**How will we calculate your balance?:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Margin, Maximum APR and Periodic Rate with Corresponding APR:**

- : Purchase Margin **6.74%** or **8.74%**
- : Purchases Periodic Rate **.8325%** or **.9991%** (corresponding APR of **9.99%** or **11.99%**)
- : Maximum Purchase APR **25.00%**
- : Cash Margin **18.74%**
- : Cash Advances Periodic Rate **1.8325%** (corresponding APR of **21.99%**)
- : Maximum Cash APR **25.00%**

**Minimum Payment Due:** The sum of (1) any amount over your Credit Line and (2) the greater of **\$10** or **3%** of your Account balance.

This Summary of Credit Terms is part of the Terms and Conditions governing your Account. Please read it carefully and keep it for your records.