www.firstfinancial.org



FIRST FINANCIAL VISA® SIGNATURE CARD REWARDS PROGRAM – TERMS AND CONDITIONS

The Rewards Program (the "Program") is offered in conjunction with First Financial's Visa® Signature Card (the "Card Account") for the Borrower, and in conjunction with their First Financial Membership Account. The Program allows you, the Borrower, to earn 1.5% cash rewards on eligible purchases made by the Cardholders (the Borrower, Co-Borrower and Authorized Signer) in accordance with and subject to the following Terms and Conditions ("Terms").

1. **REWARDS ON PURCHASES:** The Borrower can earn rewards ("Rewards") on the net amount of eligible purchases that appear on his/her Card Account billing statement. First Financial reserves the right, in its sole discretion, to determine what transactions qualify as eligible purchases, and to determine the amount of Rewards earned and to make adjustments to the Rewards amount.

Eligible purchases are purchases that post to your account, less credits, returns, or other adjustments that are not payments; eligible purchases can be made anywhere. Eligible purchases do not include balance transfers, cash advances, convenience checks, purchases of cash equivalents of any kind (i.e. money orders, ATM cash disbursements, gaming transactions, etc.), tax payments, finance charges, fees, credit insurance, credit protection or debt cancellation charges, or unauthorized/fraudulent transactions. Transactions that are not Qualifying Purchases do not earn Rewards.

Rewards are calculated by First Financial at the end of each billing cycle, for your Card Account, by first taking the total dollar amount of all eligible purchases made during that billing cycle and then subtracting any refunds or returns that are posted during that timeframe. That total is the net amount of eligible purchases. First Financial then calculates Rewards based upon that net amount. As an example, a Cardholder who has \$250 of eligible purchases and \$50 of purchase returns during a billing cycle (\$250 - \$50 = \$200 net amount) may qualify for \$2 in Rewards, as \$2 is 1% of \$200.

- 2. VALUE OF REWARDS: Rewards have no cash value until such time that available Rewards are redeemed, pursuant to Section 3 of these Terms, and will be issued in U.S. Dollars. There is no minimum or maximum Rewards amount that you can earn. The Rewards amount is not a cash account, and it does not earn dividends. You may not assign, transfer, barter or pledge your Rewards in any manner, including satisfaction of any payment obligation on the cardholder's account, and you have no property rights or any other legal ownership interest in Rewards. First Financial is the owner of all Rewards until such time as they are redeemed. You, the Cardholder, are solely responsible for any federal, state, or local income or other tax consequences that may be associated with your Rewards. Please consult with your tax advisor, as First Financial does not provide tax advice.
- 3. **REDEEMING CASH REWARDS:** Redemption occurs automatically on March 31, June 30, September 30 and December 31 of each year. Rewards accrue on a quarterly basis (Jan 1 March 31, April 1 June 30, July 1 September 30 and October 1 December 31) and Rewards post automatically to the share savings account associated with the Borrower's Card Account on the

redemption dates noted above. The Borrower is the First Financial Membership Account owner and Cardholder who applied for the Card Account.

- 4. RIGHT TO CHANGE TERMS: First Financial may revise these Terms at any time, up to and including termination of the Program, without providing you with advance notice of such revision. This includes the determination of what kinds of transactions are included as eligible purchases. If First Financial chooses to terminate the Program, any Rewards earned will post into the Savings share associated with the Borrower who applied for the Card Account. Any changes to the Terms will be posted to firstfinancial.org/policies-fees.
- 5. **RESTRICTIONS:** Rewards may be earned and are redeemable only when your Card Account is both open and current, meaning that you are not past due, and in good standing. First Financial reserves the right to determine, in its sole discretion, whether the Card Account meets all qualifications for earning and redeeming Rewards, and also reserves the right to prohibit any Cardholder from participating in the Program. First Financial may suspend and/or cancel a Cardholder's participation in the Program, including forfeiture of any Rewards, if First Financial determines that Cardholder has acted in any manner that reflects suspicious or fraudulent activity, or that in any way is abusive of the Program. Rewards that are forfeited, for any reason, may not be reinstated, and you are not entitled to compensation for any forfeited, suspended or restricted Rewards. First Financial will not notify you of any forfeiture of Rewards. First Financial's decision not to enforce any rights it has under these Terms does not waive its right to enforce them at a later time.
- 6. **CLOSURE OF CARD ACCOUNT:** If your Card Account is closed for any reason, any Rewards accrued will be forfeited.
- 7. **DECEASED ACCOUNT:** Upon the death of the Borrower, if the Card Account is closed, Rewards accrued are forfeited. The estate of the deceased Cardholder will not be eligible to redeem Rewards, regardless of how the estate was created, and as stated in these Terms no property right is created in the Rewards.
- 8. **GOVERNING LAW:** The laws of Maryland shall govern all aspects of this Program, including these Terms. This Program and Rewards are void where prohibited by federal, state or local law. First Financial has no obligations in regard to the Program other than those stated in these terms. Each party agrees that all initial claims, actions, suits and proceedings brought by it against the other party and relating to this Agreement will be exclusively filed, tried, and litigated in the state and Federal courts located in Maryland. Both Borrower and First Financial consent to the jurisdiction of such courts and expressly waive any claim or defenses based on lack of jurisdiction or improper venue. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
- RELEASE OF LIABILITY: Borrower (and any other beneficiary of the Program) agrees that First
 Financial will not be liable for, and Borrower releases, discharges, and holds First Financial, or
 anyone acting on its behalf, harmless from any and all claims of any sort, type, kind, or nature that

Borrower may have against First Financial, arising out of or in any way relating to Borrower's participation in the Program or its rewards – including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities that may occur or that may be caused by any provider of services or rewards or any person not under First Financial's direction supervision and control.

10. **FIRST FINANCIAL AGREEMENTS:** These Terms and this Program do not alter any other agreement that you have with First Financial. Your First Financial Agreements and Disclosures for your First Financial Membership Account and your Card Account Consumer Credit Card Agreement and Disclosure (together, "Agreements") will both continue to apply, and any conflict between those Agreements and these Terms shall be resolved in favor of those Agreements for any matter that pertains to your First Financial Membership Account and or your Card Account.