

Visa® Retail Debit Card and ATM Card Cardholder Agreement and Disclosure Statement

In this Visa® Retail Debit Card and ATM Card Cardholder Agreement and Disclosure Statement (“Agreement”), the words “you” and “your” mean the individual or individuals who have been issued a Firsttrust Bank Visa® Debit Card or Firsttrust ATM Card (singularly and/or collectively the “Card(s)”). “We”, “our” and “us” mean Firsttrust Bank. The word “Card” means the access device which we issue to you to enable you to effect various transactions by means of electronic fund transfers with respect to your designated checking, savings or other deposit accounts under this Agreement. The terms and conditions of this Agreement apply to all Cards issued to you by us and all transactions in which you use a Card. Upon receipt of a Card, you must sign the signature panel. In consideration of us issuing you a Card, you agree to be legally bound by the terms and conditions of this Agreement, as it may be amended from time to time.

Firsttrust provides important consumer protections, including fraud monitoring. To avoid inconvenience, be sure to notify us before traveling at 800-220-BANK.

1. Automated Teller Machine (“ATM”) Services

You understand that you may use your ATM Card and/or Visa® Debit Card (“Card(s)”) at an ATM to: (1) withdraw cash from your accounts; (2) make or arrange for a deposit to your accounts; (3) effect transfers to or from your accounts; (4) receive information regarding the balance of your account(s); (5) change the Personal Identification Number (“PIN”) number applicable to your Card; and, (6) perform such other transactions as we may expressly authorize. You understand that you may also make certain payments only at ATMs that are built into or are inside our branches. You may deliver cash, checks, drafts and similar items at ATM locations which accept deposits for transmission to us for deposit into your accounts. Not all ATMs, however, accept deposits. Some ATMs that do accept deposits may only provide access to the account(s) that you have designated as your primary checking and/or savings account. You may also use ATMs throughout the United States bearing the STARSM or PLUS[®] system name logo and in certain foreign countries which bear the PLUS[®] system name logo to: (1) make withdrawals from, (2) effect transfers to or from, or (3) receive information regarding the balance in your checking or savings account(s) designated as the primary account of such type on your application form. There may be some limitations on transactions available at ATMs in foreign countries. We may change the ATM networks we make available to you at any time. You will receive advance notice of any such change.

These terms and conditions apply to all Cards we issued to you and all transactions for which you use a Card. In consideration of us issuing you a Card, you agree to be legally bound by the terms and conditions of this Agreement, as it may be amended from time to time.

2. Our Visa® Debit Card Services

You further understand that you may use only the Visa® Debit Card to make purchases from merchants that accept Visa® Debit Cards. You may be requested to use your PIN for these transactions. We may place a hold on the funds available in your primary checking account and any available Overdraft Protection account that may be necessary to cover the transaction. See Section 8 regarding funds that may be available with your discretionary Overdraft Privilege limit. The hold will be in the amount submitted by the Visa® merchant for authorization. This amount may be more than the actual transaction amount. These funds will not be available for withdrawal from your primary checking account in cash, for payment of checks that you have written on your checking account, or for any other use during the period that the hold is in effect. For transactions performed in the United States, it will normally take between 2 and 5 calendar days after the transaction is conducted to settle the transaction through Visa® and post the transaction to your account. For transactions performed outside of the United States, it will normally take up to 10 calendar days after the transaction is conducted to settle the transaction through Visa® and post the transaction to your account; however, a longer period may be required.

If the merchant accepts both Visa® Debit Cards and ATM Cards, the purchase transaction will be considered an ATM purchase if the transaction is sent to us through the ATM network. In most cases, you will be requested to use

a PIN for these transactions. The transaction will be considered a Visa® purchase if the transaction is sent to us through the Visa® network, and you should not use a PIN for such a transaction.

Discretionary payment of ATM and everyday Visa® Debit Card transactions and/or assessment of any related fee for each item presented against any account with insufficient funds (See the Retail Banking Fee Schedule) may be subject to an accountholder opt-in authorizing Firsttrust to honor such items.

3. Record of Transaction

You may receive a printed receipt from each ATM location or merchant at the time of the transaction. You will receive a monthly statement showing the transactions made during the past statement cycle and any charges that were imposed in connection with such transactions.

4. Deposits and Loan Payments

You agree that when you make a deposit or a loan payment at one of our ATMs by a check, draft or other non-cash item, we have the right to collect those funds before we make the money available to you or credit such payment to your loan account. If you deliver cash, checks or other items to an ATM owned or operated by another company or financial institution for transmission to us for deposit in your account, you agree that we have the right to collect those funds before we make the money available to you. If the amount of the funds contained in your deposit/payment envelope differs from the amount you have indicated to the ATM location, we will adjust your account(s) to reflect the amount we have received and advise you of any difference. If the amount of the discrepancy is less than \$1.00, your account may not be adjusted. You may not deposit foreign currency in an ATM.

5. ATM Funds Availability

We reserve the right to collect and process all deposits; however, subject to such rights, deposits at proprietary ATMs (ATMs built into or inside our branches) will be available for withdrawal according to the above stated (over the counter deposit) availability schedule. Deposits at non-proprietary ATMs (ATMs not built into or inside our branches) will be available for withdrawal no later than the 5th business day after the day of deposit. Our funds availability policy complies with Federal Reserve Board Regulation CC, which shall apply in the event of any dispute or inconsistency.

6. Foreign Transactions

Transactions conducted in currencies other than United States currency (U.S. dollars and cents) will be converted to United States currency according to the rules and regulations of the Visa® association, the PLUS® network or other networks that processes your transaction. Currency conversion may occur on a date other than the transaction date. We do not have any control over the exchange rate or the date or place of the exchange. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date. You are responsible for any fees charged for currency conversion, the amounts of currency converted, any fees charged by Visa®, any other fees associated with processing transactions through merchants located outside of the United States and/or fees that may be charged by us (See the Retail Banking Fee Schedule). There may be legal or regulatory restrictions on the use of the ATM or Visa® Debit Card in certain foreign countries.

7. Limitations on the Uses of Visa® Debit Card and ATM Card

The ATM withdrawal limit for an ATM Card is \$400 each day. You may withdraw funds from one or a combination of your accounts up to this ATM withdrawal limit provided funds are available in your account(s) including any Overdraft Protection account. See Section 8 in this Agreement regarding funds that may be available with your discretionary Overdraft Privilege limit. ATM Cards may not be used for purchase transactions. Different limits may apply at ATMs we don't own or operate. The day for purposes of applying the withdrawal limit starts at 6:00pm (Eastern Time) each day and ends at 6:00pm (Eastern Time) the next day. Certain limitations are imposed on the frequency of use of the ATM Card each day. These limitations are not revealed for security reasons.

The ATM withdrawal limit for an ATM Card issued to a minor (under 18 years old) is \$50 each day. The other

conditions applicable to ATM Cards including those noted above also apply to ATM Cards for minors.

The ATM withdrawal limit for a standard or Eagles Silver Visa® Debit Card is \$500 each day, for a Black Visa Debit Card or Eagles Black Visa Debit Card is \$600 each day, or for an Eagles Reserve Visa® Debit Card is \$1,000 each day (including ATM purchase transactions which may include cash back). These purchase transactions typically require you to use a PIN (Personal Identification Number). In addition you may use your standard or Eagles Silver Visa® Debit Card to make purchases up to \$3,000 each day, a Black Visa Debit Card or Eagles Black Visa® Debit Card to make purchases up to \$5,000 each day, or an Eagles Reserve Visa® Debit Card to make purchases up to \$9,999 each day at merchants that accept Visa® Debit Cards. These purchase transactions typically require signature authorization. You may withdraw funds from one or a combination of your accounts up to these limits provided funds are available in your account(s) including any Overdraft Protection account. See Section 8 in this Agreement regarding funds that may be available with your discretionary Overdraft Privilege limit. Different limits may apply at ATMs we don't own or operate. The day for purposes of applying the withdrawal limit starts at 6:00pm (Eastern Time) each day and ends at 6:00pm (Eastern Time) the next day. Certain limitations are imposed on the frequency of use of the Debit Card each day. These limitations are not revealed for security purposes. We may stop or limit electronic transfers from your accounts at any time if we deem it necessary to restore the security of the system or of your account(s).

Stop payment orders cannot be placed on any transaction originated by the use of a Visa® Debit Card. We are not responsible for goods or services you purchase or lease using the Visa® Debit Card. We are not subject to any claims or defenses you may have against a merchant in connection with any transaction using the Visa® Debit Card or the underlying merchant transaction.

Internet gambling may be illegal in the jurisdiction in which the cardholder is located, including locations within the United States. Cards may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which the cardholder may be located.

8. Overdraft Protection Account and Discretionary Overdraft Privilege Limit

The funds available in your accounts for withdrawal include funds available in any Overdraft Protection account. They may also include funds available under any discretionary Overdraft Privilege limit, provided you have authorized Firsttrust to permit payment of ATM withdrawals and everyday Visa® Debit Card transactions that would exceed the funds available in your account or Overdraft Protection account. Absent such authorization Firsttrust will decline payment of ATM withdrawals or everyday Visa® Debit Card transactions that would result in an overdraft.

9. Use of Personal Identification Number ("PIN") with the Card

You understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the PIN which you use with the Card(s) has the same effect as your signature and identifies the bearer of the Card(s) to the STARSM and PLUS[®] systems, ATM or other ATM networks. This authenticates and validates the directions given just as your signature and other proof identify you and authenticate and validate your directions to a human teller. You also understand that a merchant which accepts the Card(s) for a purchase transaction may have an electronic terminal (merchant operated or self service) which requires the use of your PIN, and when your PIN is used at a merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Card(s) is a security method by which we are helping you to maintain the security of your account(s). Therefore, **YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS NECESSARY TO PREVENT OTHERS FROM LEARNING YOUR PIN.** You agree that this Agreement sets forth commercially reasonable security procedures to verify the authenticity of any instructions, transfers or other transactions relating to the use of the Card(s).

10. Consumer Liability for Unauthorized Transactions/Transfers

Tell us AT ONCE if you believe the Card(s) and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your the account(s), (plus the available balance in your Overdraft Protection account(s) and/or the discretionary Overdraft Privilege limit), if you take no action to notify us of the loss of your PIN, ATM Card or Visa® Debit Card. If you notify us of the loss, your liability for

unauthorized ATM transactions not processed by Visa® will be as follows:

- A. if you tell us within 2 business days after you learn of the loss or theft of your PIN, ATM Card or Visa® Debit Card, you can lose no more than \$50 if someone used your PIN and ATM Card or Visa® Debit Card without your permission;
- B. if you do NOT tell us within 2 business days after you learn of the loss or theft of your PIN, ATM and/or Visa® Debit Card, and we can prove we could have stopped someone from using your PIN, ATM and/or Visa® Debit Card without your permission if you had told us, you could lose as much as \$500;
- C. also, if your statement shows transfers that you did not make, including those made by ATM or Visa® Debit Card, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available 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 hospital stay) kept you from telling us, we will extend the time periods.

YOU AGREE THAT IF YOU GIVE OR MAKE AVAILABLE YOUR CARD(S) AND/OR PIN TO SOMEONE ELSE TO USE OR BORROW, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

If your Visa® Debit Card was used fraudulently or your Visa® Debit Card was lost or stolen and you notify us of your loss pertaining to a Visa® Debit Card transaction processed by Visa® within 60 calendar days after the statement was mailed or made available to you, you will have no loss under the Visa® Zero Liability policy. This Visa® Zero Liability policy does not apply to ATM Cards, account transfers, PIN and non-PIN based Debit Card transactions not processed by Visa®.

The Visa® Zero Liability Policy requires that an Affidavit be submitted for claims of unauthorized activity. If you do not enter a PIN, transactions may be processed as either a Visa® Debit Card transaction or a transaction on the STARSM network. Merchants must provide you with a clear way of choosing to make a Visa® Debit Card transaction if they also support the STARSM network option. Please be advised that should you choose to use STARSM when making a transaction without a PIN, different terms may apply. In addition, during any Visa® sponsored reward promotions you will only be eligible for rewards accrued on transactions processed over the Visa® network.

See the section titled "How to Contact Us" in this Agreement for our phone numbers and address.

11. Error Resolution Notice in Case of Errors or Questions about your Electronic Transactions

In case of errors or questions about your electronic transfers, call us or write us using the phone number or address in the "How to Contact Us" section of this Agreement if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- A. tell us your name, account number and ATM or Visa® Debit Card number. (For security purposes please do not email confidential information unless specifically instructed how and where to send such information by Firsttrust Bank.);
- B. describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- C. tell us the dollar amount of the suspected error and, if applicable, the date the error appeared on your bank statement or receipt. If the amount of the discrepancy is less than \$1.00, your account may not be adjusted.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days. We will determine whether an error occurred within 10 business days for ATM transactions (other than international transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days 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 re-credit your account during the period of our investigation. We may also not re-credit your account if the transaction was an ATM deposit made by check, draft or similar paper instrument.

For errors involving new accounts, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your

account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credited your account with funds while investigating an error, we will reverse that credit if we conclude no error has occurred. You are responsible for full repayment of these funds to us.

12. How to Contact Us

If you believe that your Card(s) and/or Personal Identification Number has been lost or stolen, please contact us immediately by calling:

ATM Cards only: 800-220-BANK or 215-722-4000

Visa® Debit Card only:

Within the United States 800-754-4128

Outside the United States 727-227-9012

If you believe that an unauthorized withdrawal from your account has occurred, please contact us immediately by calling 800-220-BANK or 215-722-4000 or write to us at:

Firsttrust Bank
Customer Care
1 Walnut Grove Drive
Horsham, PA 19044

Call 800-220-BANK or 215-722-4000 or visit any Firsttrust branch during business hours to request replacement of your ATM or Visa® Debit Card.

13. Charges/Fees

You agree to pay the charges or transaction fees that are charged for Electronic Funds Transfer Services we currently offer or which may later be offered as such fees or charges may be imposed or changed from time to time (See the Retail Banking Fee Schedule). When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transaction (including a fee for a balance inquiry). You also agree to pay any other charges imposed by others for use of the Card.

14. Business Day

Each day is a business day except Saturdays, Sundays, and other days the Federal Reserve Bank is not open for transaction processing as well as bank holidays.

15. Liability

If a Card(s) is issued for a joint account(s) you agree to be jointly and severally liable under the terms of this Agreement.

You agree that if you make deposits or payments to your account(s) with items other than cash and we make funds available to you from such deposits before we collect them, we may deduct the amounts of such funds from your account(s) that are not collected. If the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds that are not collected, plus any fees you may owe us in accordance with our then current Retail Banking Fee Schedule.

16. Our Liability for Failure to Complete an Electronic Funds Transfer Transaction

If we do not complete a transfer to or from your account on time or in the correct amount, when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

- A. through no fault of ours, there is not enough money in your account to complete the transaction;
- B. the funds in your account are unavailable;
- C. the funds in your account are subject to legal process;
- D. the transaction you request would exceed the funds in your account plus any available Overdraft Protection and/or discretionary Overdraft Privilege limit;

- E. you have not authorized discretionary payment of ATM and everyday Visa® Debit Card transactions and assessment of any related fee for each item presented against any account with insufficient funds;
- F. the ATM you are using does not have enough cash to complete the transaction;
- G. your Card(s) has been reported lost or stolen or your Card(s) privileges have been suspended and you are using the reported/suspended Card(s);
- H. we have a reason to believe that the transaction requested is unauthorized, suspicious or fraudulent or violates a law or regulation;
- I. the ATM or system was not working properly or there was a damaged Card or software malfunction and you knew about the breakdown when you started the transaction;
- J. circumstances beyond our control such as but not limited to an act of God, fire, flood or other catastrophe, or by an electrical or computer failure or a communication malfunction prevent processing of the transaction, despite reasonable precautions we have taken;
- K. you attempt to complete a transaction using an ATM or STARSM or Visa® merchant terminal which is not a permissible transaction under this Agreement;
- L. the transaction would exceed security limitations on the use of your ATM Card or Visa® Debit Card;
- M. you or we have terminated the Agreement for use of the Card;
- N. there is another exception stated in this Agreement.

There may also be other exceptions not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

We are not responsible for anyone's refusal to honor the Card.

17. Limitation of Our Liability

Unless otherwise required by law, we will not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, claims or liability of any kind from the use of the Card(s) and services described in this Agreement. We will also not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, from your participation in, possession of or use of any goods or services purchased or leased using any of the Cards and services described in this Agreement.

18. Confidentiality

We will disclose information to third parties about your account or the transfers you make:

If we receive a valid subpoena, court order or other legal process that applies to one of the owners of a joint account, the account information will be provided as required. Refer to our privacy disclosure titled, "What does Firsttrust Bank do with your Personal Information?" to learn more about how we protect and share your personal information.

19. Amendment of this Agreement

You agree that from time to time we may amend or change the terms of this Agreement including by Amendment or Addendum. We will notify you in writing of any change in a term or condition required to be disclosed under the Electronic Fund Transfer Act at least 21 days prior to the effective date of such amendment or change as required by law such as when the change would result in an increase in your fees or liability for use of the Card or reduce the types or availability of Card services. If we have notified you of a change in any terms of this Agreement, you have agreed to the new term(s) as of the effective date of such amendment or change whether or not you continue to use the Card.

20. Ownership

You agree that the Card(s) is our property and you will surrender it to us upon our request.

21. Stop Payment – Pre-Authorized Payments

If you have told us in advance to make regular payments from your account, you can stop any of these payments or you may withdraw this authority to make any future payments to that party. Here's how:

Call us or write us using the phone number or address in the "How to Contact Us" section of this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you

call, we may also require you to put your request in writing and provide it to us within 14 days after your call. We will charge you for each stop payment order you give. Please refer to the Retail Banking Fee Schedule for the amount.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages, but not indirect, special or consequential losses or damages.

22. Other Provisions

- A. This Visa® Retail Debit Card and ATM Card Cardholder Agreement and Disclosure Statement shall be subject to the terms of the Retail Account Agreement, Funds Availability and Electronic Funds Transfer (EFT) Disclosure, and Retail Banking Fee Schedule as they may be amended from time to time as well as any opt in or consent you provide authorizing Firsttrust Bank to pay ATM and everyday Debit Card transactions that exceed the funds available in your account or any subsequent withdrawal of such consent. In the event of any inconsistency between such agreement and this Agreement, then this Agreement shall control to the extent necessary.
- B. You acknowledge receipt of this Agreement and other agreements or disclosures that pertain to your accounts.
- C. You authorize us to make whatever credit inquiries we deem necessary in connection with your application or upon, without limitation, inquiries to any government agency – federal, state, or local. You authorize and instruct any person, government agency or reporting agency to compile and furnish to us any information it may have or obtain in response to such credit inquiries and agree the same shall remain our property whether or not the Card is issued or subsequently revoked.
- D. You understand and agree that stop payment orders cannot be placed on any transaction originated by the use of your Card.
- E. We may cancel your privilege to use the Card(s) and any PIN even without telling you in advance. You may terminate this Agreement at any time by notifying us in writing. In either case, you will stop using and destroy all Cards at once. You will notify us verbally or in writing of your intent to terminate this Agreement. Ending this Agreement will not affect your obligations under this Agreement for transactions or transfers performed with your Card(s) or any PIN, even if those transactions are completed after the ending date.
- F. We may replace your Card(s) at any time without notice.
- G. If you use the Card to make a Purchase or obtain cash, if permitted by Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your primary checking account designated on your application form and directing or ordering us to pay such funds to the Merchant.

Stop in or call us today!

Please stop by any one of our conveniently located branches. Many of our branches are open later on Friday evenings and on Saturdays for your convenience. For more information, please visit our website at www.firsttrust.com for a list of our branch hours and locations or call Customer Care at 800-220-BANK, Monday through Friday, 8:00am to 6:00pm or on Saturday from 9:00am to 1:00pm. Our Customer Care team will be happy to answer any of your questions.

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