



Internet Banking and Bill Payment Access User Agreement

This user agreement ("Agreement") is provided by Fifth Third Bank to govern the use of Fifth Third Internet Banking and Bill Payment services. Services provided by Fifth Third Internet Banking and Bill Payment are additionally governed by any other separate agreement(s) you may have with Fifth Third Bank or any of its affiliates or subsidiaries, including but not limited to, the Rules and Regulations of the Bank, any loan agreements, and any amendments or changes made to this Agreement.

By using Fifth Third Internet Banking and Bill Payment, you agree to be bound by the terms and conditions contained in this Agreement.

The following definitions apply to the terms contained in this Agreement:

"Business Day" is defined as Monday through Friday excluding the Federal Holidays or as otherwise posted in the Banking Centers.

"You" and "Your" shall mean the person, persons or entities in whose name the account is carried on the books of Fifth Third Bank and shall include the masculine, feminine, and neuter genders and the plural as well as the singular wherever the context so permits.

"Us" "Our" and "We" shall mean Fifth Third Bank and all of its affiliates and subsidiaries.

"Payee" shall mean the person, business or other entity to whom your payment will be made. You must provide sufficient information about each Payee to properly direct a Payment to that Payee and permit the Payee to identify the correct account. This information may include, but is not limited to, the name and address of the Payee and your Payee Account Number.


"Website" shall mean www.53.com.

Fifth Third Internet Banking and Bill Payment Help

The Fifth Third Internet Banking and Bill Payment Help document details how to operate the Fifth Third Internet Banking and Bill Payment system. As a part of this Agreement, you agree to become familiar with the information contained in the Fifth Third Internet Banking and Bill Payment Help document prior to using the Fifth Third Internet Banking and Bill Payment service. The Fifth Third Internet Banking and Bill Payment Help document may be reviewed online and may also be accessed during your Internet Banking session by clicking the Help button. All information contained in the Fifth Third Internet Banking and Bill Payment Help document and any updates to it are part of this Agreement.

Services

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Fifth Third Internet Banking and Bill Payment allows Fifth Third Bank customers to access information for and initiate transactions from their Fifth Third Bank accounts. Such services include but are not limited to the following:

1. View account information for checking, savings, certificate of deposit, Fifth Third Platinum Capital Accounts, trust, brokerage, credit card, and loan accounts.
2. Transfer funds between linked Fifth Third Bank accounts and certain non-Fifth Third Bank accounts. Some services may have limits on the numbers of transactions you can complete in a specified period.
3. Schedule payments to non-Fifth Third Bank Payees in the United States.
4. Modify/Cancel payments, subject to the rules set forth in this Agreement.
5. Report account problems, request information, or order changes to account information or services via a secured communication channel.
6. Set up for email or mobile alerts.
7. Request to receive documents and notifications, such as your periodic statements online.

Some of the above services may not be available for certain accounts or customers. We may modify or cancel any such services at anytime without notice at our discretion, except as may be required by law.

By directing Fifth Third Internet Banking and Bill Payment to transfer funds or initiate a payment, you authorize Fifth Third Bank to withdraw from the designated account the amount of funds required to complete the assigned transaction. You regard requests for new account services, instructions to change existing account information or services, and other communication received via Fifth Third Internet Banking and Bill Payment as legal endorsements. As such, all correspondence initiated via Fifth Third Internet Banking and Bill Payment shall command the legal authority of a written request authorized by your signature.

Some transfers and payments made within Fifth Third Internet Banking and Bill Payment may be made via a check drawn off of your account. You authorize Fifth Third or any of its service providers to create such a check to the payee and in the amount you specify using Internet Banking and Bill Payment. You further authorize Fifth Third to honor any items bearing your account number if you have authorized payment or disclosed that account number to any service provider, whether or not you have signed the item.

Fees for Services

Most payments to Fifth Third Bank accounts and transfers between your Fifth Third Bank accounts are free of charge. Fifth Third Bank reserves the right to assess a fee for any regular transfer or payment which would otherwise be free made in excess of the first 20 payments.

Some of the services within Fifth Third Internet Banking and Bill Payment may have fees associated with them that are not included in the Fifth Third Bank Rules and Regulations Applicable to All Accounts. Information regarding such fees will

be included within the applicable service. Please review such fees prior to engaging in a transaction.

Third Party Providers

Some of the services within Fifth Third Internet Banking and Bill Payment may be provided by a third party. The third party may contact you directly in certain circumstances, such as providing you alerts for changes to your accounts or services you have requested or for collection purposes.

Email and Mobile Alerts

Fifth Third offers alerts services that provide you information about your Fifth Third Bank Accounts. You can sign up for a variety of alerts that can be received through email or mobile device. Alerts are subject to the Alerts Terms and Conditions you must accept when registering for this service.

There may be some alerts specific to particular services within Internet Banking and Bill Payment which you may not be able to set preferences for and cannot be turned off. By using these services, such as bill payment, you consent to receive applicable alerts.

Fifth Third Mobile Banking

In order to access Fifth Third Mobile Banking, you must be a current Fifth Third Internet Banking user and have a mobile device that has a mobile web browser as well as a data plan.

Fifth Third Mobile Banking may be accessed via a Fifth Third Bank Mobile Application downloaded to your device or by entering **53.mobi** into the browser on your mobile device. Then log in using your Internet Banking User ID and password.

Fifth Third Mobile Banking offers many of the same functions as Internet Banking including checking balances, viewing pending and posted transactions, transferring funds and finding Fifth Third ATMs and branches. However, you may still need to use Internet Banking and Bill Payment for some other functionality such as making bill payments, setting up account alerts, changing your password or viewing detailed transaction activity for mortgages, loans, and brokerage accounts.

There is no fee to access Fifth Third Mobile Banking. However, Message and Data Rates Apply. Contact your mobile service provider for details on these charges applicable to your plan with your provider.

We may limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times. Fifth Third Bank cannot guarantee the availability of underlying data services provided by your mobile carrier, i.e. we are not responsible for carrier data outages or "out of range" issues.

It is your responsibility to provide Fifth Third true, accurate, current and complete information about myself and my device with respect to Mobile Banking. I

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understand it is my responsibly to update my telephone number if and when it changes in order to ensure proper delivery of Mobile Banking Services.

Fifth Third recommends that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your password on your mobile device.

If you lose your mobile device, you should contact your carrier immediately. If you receive Fifth Third Mobile banking text alerts, you should log in to Internet Banking and disable the alerts begin sent to your mobile device.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

Our Mobile Banking services are provided to you on an "AS-IS" AND "AS-AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT TO YOUR ACCOUNT OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

Bill Payment

You may use the Bill Payment Service, to direct Fifth Third to make payments from your account to payees in the United States that you choose. Fifth Third may refuse or cancel any payee or any payment at any time for any reason. It is your responsibility to manage your Payee List and maintain accurate Payee information. Occasionally a Payee may choose not to participate in the Bill Payment service, or may require additional information before accepting payments. Fifth Third Bank will work with these Payees to encourage them to accept an electronic or check payment from the bank. If Fifth Third Bank is unsuccessful, or if Fifth Third Bank determines that the Payee cannot process payments in a timely manner, Fifth

Third Bank may decline future payments to this Payee.

SETTING UP PAYMENTS

Payments may be set up as one-time payments or recurring payments. It is your responsibility to cancel, skip, reschedule or revise a scheduled payment as necessary.

Due Date means the date on which you schedule the payment to be delivered to a payee unless the date falls on a non-business day, *in which case it shall be the preceding Business Day*. You must determine the Due Date based upon the payee-provided due date, any applicable grace period, late payment policy or late fee and/or your knowledge of actual time required for the payee to receive and process the payment. You must schedule the Due Date far enough in advance to allow the service to process and send the payment to the payee in advance of the Due Date. This may be up to five days prior to the Due Date. The system will provide you the earliest possible Due Date for a particular payment.

You must schedule payments prior to that day's cut-off time for bill payments. The current cut-off time is provided within the information about the service.

You should not use Bill Payment services to make payments to make tax payments, court ordered payments or payments to settle securities transactions. Fifth Third Bank reserves the right in its sole discretions to restrict categories of payees to whom payments may be made using the service. If you do, you may lose some of the protections afforded to you in this agreement, including late payment reimbursement.

Some bill payments are made via check and some are made via electronic transaction (ACH). Fifth Third Bank cannot control when a check will be presented by a payee. It is your responsibility to ensure you have funds available in your account sufficient to pay all requested bill payments, no matter the method of payment. If you do not, you may incur fees such as overdraft fees or returned item fees.

In the event that your account has insufficient funds to pay a bill payment, you may be blocked from using the Bill Payment service for a period of time.

EDITING OR CANCELING PAYMENTS

Details on how to edit or cancel payments is included within the information about the Bill Payment service. Any Payment can be modified or canceled, provided you access the Service prior to the Bill Payment cut-off time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT

You may request to stop payment after a payment has been processed by contacting Customer Service. The ability to successfully stop payment depends on how the funds were remitted to the payee and the elapsed time since the payment was processed. You may be charged a stop payment fee for each request.

SERVICE GUARANTEE

You may be reimbursed for any late payment related charges up to Two Hundred Fifty Dollars (\$250.00) should a payment post after the scheduled Due Date, provided that the Payment was scheduled and the payee information was maintained in accordance with the applicable guidelines. Notwithstanding the foregoing, the Fifth Third Bank shall not be responsible for any such charges if there is no responsibility or liability for a payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the "Liability for Failure to Make Transfers/Bill Payments" section below.

COLLECTION

In the event that a payee is paid pursuant to your request and you have insufficient funds in your account, collection efforts may be initiated by the party with the loss, either Fifth Third or its service provider. Collection may include recalling the payment to the payee which could impact your credit negatively.

Customer Service

You may contact Fifth Third Bank by calling a Customer Service Professional toll free at 1-800-972-3030.

Customer Service Professionals may provide assistance only within the guidelines set forth by Fifth Third Bank and as required by law. Customer Service Professionals are not authorized to negotiate any of the terms of this agreement.

The same encryption process used to secure your account information secures messages sent via Fifth Third Internet Banking and Bill Payment. The Customer Care feature provided by Fifth Third Internet Banking and Bill Payment may be used to transmit confidential account information to Fifth Third Bank.

Fifth Third Bank is responsible for making reasonable efforts to fulfill only those account requests actually received via Fifth Third Internet Banking and Bill Payment. Fifth Third Bank may not be held accountable for any loss resulting from the delay or failure to transmit a message via Fifth Third Internet Banking and Bill Payment arising from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

Privacy Policy

You consent to receive and access electronically Fifth Third Bank's Privacy Policy unless you notify us that you want a written copy. You may notify us by contacting Customer Service at 1-800-972-3030. The Privacy Policy is available electronically via the "Privacy and Security" links at the top and bottom of each page within www.53.com.

Electronic Funds Transfer Errors

(This section applies to personal accounts only.)

In case of errors or questions about your electronic transfers, contact Fifth Third Bank at 1-800-972-3030 or write to us as soon as you can at Customer Service Department, The Fifth Third Bank, Madisonville Operations Center, MD 1MOCBK,

Cincinnati, Ohio, 45263.

Fifth Third Bank must hear from you within sixty (60) days after the FIRST statement on which the problem appeared was sent to you. Please tell us your name and account number, describe the error or the transfer about which you are unsure and explain why you believe there is an error, and tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

Fifth Third Bank will tell you the result of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do so, we will provisionally credit your account within ten (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 Fifth Third Bank asks you to state your complaint or question in writing and we do not receive it within ten (10) days, we may not provisionally credit your account. If we decide that there was no error, Fifth Third Bank will send you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of the documents that were used in the investigation.

Customer Liability for Unauthorized Transfers

(This section applies to personal accounts only.)

Tell us AT ONCE if you believe your card or password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your savings or credit account if you have a checking account with the Overdraft Protection feature. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or password, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00


Also, if your statement shows transfers that you did not make or which were not authorized by you, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (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 period for a reasonable time.

Fifth Third Bank's Liability for Failure to Make Transfers/Bill Payments

You will be responsible for any payment or transfer request you make that contains an error or is a duplicate of another. Fifth Third Bank and any service providers are not responsible for a payment or transfer that is not made if you did

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not properly follow the applicable instructions. You must promptly notify Fifth Third after you learn that you have not received credit from a payee for a payment or transfer.

If Fifth Third Bank does not complete a transfer to or from your account on time or in the correct amount according to the account agreement with you (including, but not limited to, all rules and regulations governing your account), we will be liable for all losses not to exceed the amount of the transfer. Notwithstanding the foregoing, in the case of Bill Payments, we will only be responsible for late fees in the amount set forth in the Bill Payment section above. In any case, Fifth Third Bank will not be liable for, including but not limited to, the following:

1. If, through no fault of Fifth Third Bank's, you do not have enough money in your account to complete the transfer; or
2. If the transfer would go over your credit limit on your line of credit account; or
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken; or
4. If the funds in the account are subject to legal process or other encumbrance restricting such transfer; or
5. If the Internet Banking system was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems; or
6. If there are delays by the U.S. postal service or electronic remittance networks; or
7. If the recipient or payee has processing issues; or
8. If, in the case of Bill Payment, financial risk necessitates check remittance instead of electronic remittance or additional days processing to ensure available funds; or
9. If the account has been held or frozen due to legal order or other reason; or If there is an allegation of fraudulent activity concerning the account; or
10. If other rules, regulations or agreements of Fifth Third Bank so provide.
11. If transaction instructions are not actually received by Fifth Third Bank, Fifth Third Bank may not be held accountable for any loss resulting from the delay or failure to transmit instructions arising from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

General Disclaimer

The information on the Website is for information purposes only. It is believed to be reliable, but Fifth Third does not warrant its completeness, timeliness or accuracy.

In addition, certain portions or pages of the Website are subject to additional terms and conditions, disclosure and disclaimers.


We may restrict your access to Internet Banking and Bill Payment without notice in certain situations; for example, if you are out of the country.

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UNDER NO CIRCUMSTANCES WILL FIFTH THIRD BANK BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER FIFTH THIRD BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

For additional information and terms and applicable to your accounts, please review the current version of the Rules and Regulations applicable to all Fifth Third Accounts and Cards.

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If you are not an authorized Internet Banking user or if you do not consent to continued monitoring of activity on the system, please exit the system now.

Important Information Regarding Electronic Communication

- If you have consented to accessing your periodic statement information electronically:
- You understand and agree that Fifth Third Bank will provide all of your periodic statement information, including notices about changes to your account, in electronic form.
- In order to access your periodic statement information electronically, you must operate a browser version that supports Secure Sockets Layer encryption technology, frames, cookies, and JavaScript. The Fifth Third Bank website is optimized for use with 7.0 or higher browser versions of Microsoft® Internet Explorer or 3.0 or higher versions of Mozilla Firefox or Safari™ 4.0 for Macintosh®. Page resolution is based on an 1024x768 pixel screen dimension. Please note that variant settings or device types may affect presentation.
- If you would like a paper copy of any periodic statement, please contact a Customer Service Professional online via our "Contact Us" link or call us toll free, at 1-800-972-3030. We may charge a fee for each periodic statement copy you request.
- You may elect to withdraw consent to receive your periodic statements in electronic format. However, if you have an e53 Checking account, we

reserve the right to convert this account to another type of account with similar features. To withdraw consent, please contact a Customer Service Professional online via our "Contact Us" link or call us toll free, at 1-800-972-3030.

Security

- You agree and consent to participate in security features on the Website such as registering and answering security questions or changing your password, as requested by Fifth Third Bank.
- You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with Fifth Third Bank, and (ii) in circumstances where locations of the Website require identification for process, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.
- When selecting a password to access your Fifth Third Bank Accounts, please do not use nicknames or birthdates that may be easy to guess. Use a combination of letters and numbers, change your password periodically, never share your password with anyone and always log off the site when you are finished.
- Links to non-Fifth Third Bank Websites are provided solely as pointers to information on topics that may be useful to the websites, and Fifth Third Bank has no control over the content on such non-Fifth Third Bank Websites. If you choose to link to a website not controlled by Fifth Third Bank, Fifth Third Bank makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does Fifth Third Bank warrant that such rights of third parties or that such site or content is devoid of viruses or other contamination, Fifth Third Bank does not guarantee the authenticity of documents on the Internet. Links to non-Fifth Third Bank sites do not necessarily imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

Potential Disruption of Service

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things.

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs unreadable codes, or irregularities within particular documents or other content;

- Overload of system capacities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
- Strike or other stoppage (whether partial or total) of labor;
- Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Fifth Third Bank.

Changes to Agreement

We may change these Terms and Conditions at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronically. If you initiate any funds transfer or bill payment through Fifth Third Internet Banking or Bill Payment after the effective date of a change, you indicate your agreement to the change.

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