



Electronic Disclosures

To open a Fifth Third Bank account online you must review and agree to these Electronic Disclosures before continuing.

You understand and agree that Fifth Third Bank may provide all of the disclosures related to your account(s), including but not limited to initial account disclosures, periodic statement information and notices of changes to your account electronically and you will be able to review them online. In addition to downloading and printing them, you may request a paper copy of the disclosures at no cost to you. In order to complete the online account opening process, you must consent to receive this information electronically. If you do not agree to receive the disclosures electronically, you may visit your nearest Fifth Third banking center to open an account.

You must have the necessary software and equipment to review, download, print and retain the electronic disclosures. In order to access your electronic disclosures, 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 5.0 or higher browser versions of Netscape® Navigator and Microsoft® Internet Explorer or Safari™ 1.0 for Macintosh®. Page resolution is based on an 800x600 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 complete the online form available in the Customer Care Center at www.53.com, contact a Customer Service Professional at 1-800-972-3030, or visit your local Fifth Third Banking Center. We may charge a fee for each periodic statement copy you request.

Should you consent to accessing your periodic statement information electronically and do not accept the terms via Internet Banking at www.53.com within 60 days from account opening or consent, your account will be converted to another account type with similar features that provides for a mailed statement.

You may elect to withdraw consent to receive your periodic statements in electronic format. However, if you have an e53 Checking account, we will convert this account to another type of account with similar features. To withdraw consent, please complete the online form available in the Customer Care Center at www.53.com, contact a Customer Service Professional at 1-800-972-3030, or visit your local Fifth Third Banking Center.

When selecting a password to access your Fifth Third accounts, please do not use nicknames or birth dates 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 of the site when you are finished.

You understand and agree that the funds transferred pursuant to your request and authorization for the Services will be done via ACH (Automated Clearing House) transfers between Fifth Third Bank and/or its service providers and a financial institution you designate. An ACH transfer is an electronic transfer of funds between accounts. You further understand and agree that you are authorizing Fifth Third Bank and its service providers to access your Accounts to affect Funds Transfers or for any other purpose authorized by the End-User Agreement;

An online transfer of funds at account opening pursuant to an Automated Clearing House (ACH) request and authorization between Fifth Third Bank and a financial institution you designate will be held for 10 calendar days from the date of the transfer. These funds will not be available for your use until the hold has expired.

Electronic Disclosures (continued)

You understand and agree to authorize Fifth Third Bank and its service providers to use, any information, data, materials or other content that Fifth Third Bank and/or you provide to Fifth Third Bank and its service providers for the purpose of providing the Services;

You understand and agree to grant Fifth Third Bank and its service providers a license to access the Websites and databases of your bank and other institutions where you hold Accounts, as designated on your behalf, to retrieve information and effect the Services that you request;

You shall represent that by disclosing and authorizing Fifth Third Bank and its service providers to use such information and you are not violating any third party rights;

You understand and agree that the information provided to Fifth Third Bank and its service providers is true, current, correct and complete;

You understand and agree to permit Fifth Third Bank and its service providers to use information submitted by you to perform the Services and to configure the Services to be compatible with your Accounts;

You understand and agree to appoint Fifth Third Bank and/or its service providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect Funds Transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting Funds Transfers, including verifying the content and authenticity of any Funds Transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as they might or could in person;

You understand and agree to authorize Fifth Third Bank and its service providers to select any means to execute his/her Funds Transfer instructions;

You understand and agree that in the event that Fifth Third Bank and/or its service providers at any time incurs a problem with your use of the Services, including, without limitation, a failure to debit any of your Accounts or to collect with respect to any of your Funds Transfers, and without limiting any other right or remedy that Fifth Third Bank and/or its service providers may have, Fifth Third Bank and/or its service providers reserve the right to suspend your use of the Services, immediately and without prior notice

You understand and agree to indemnify, defend and hold harmless Fifth Third Bank and its service providers, their affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Services, the reliance by Fifth Third Bank and/or its service providers on the information, instruction, license and/or authorization provided, your violation of the terms or your infringement, or infringement by any other user of your Services account, of any intellectual property or other right of any person or entity;

You understand and agree that in the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected or if uncollected funds return, that Fifth Third Bank and/or its service providers reserve the right to resubmit a debit, or a portion of the debit, whichever is necessary. If Fifth Third Bank and its service providers cannot collect the amount credited, you authorize Fifth Third Bank and/or its service providers to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit.