

Read and scroll to the bottom of the page to accept the Digital Services User Agreement & Electronic Communication Disclosures.

What's New:

- Updated response time for resolution research for electronic fund transfers.
- Updated periodic statements availability.
- Updated section “**General Information on Fifth Third Mobile Deposit with Immediate Funds**”.
- Updated document fees.

Digital Services User Agreement & Electronic Communication Disclosures (e-Sign Consent Agreement)

This user agreement ("Agreement") is provided by Fifth Third Bank, National Association, ("Fifth Third") to govern the use of Fifth Third Digital Services which include, without limitation, Online Banking, Mobile, and Bill Payment services. Digital Services provided by Fifth Third are additionally governed by any other separate agreement(s) you may have with Fifth Third or any of its affiliates or subsidiaries, including, but not limited to, Rules and Regulations, Terms and Conditions, loan agreements, and amendments or changes made to this Agreement. For certain services offered as a part of Fifth Third's Digital Services, you may be required to agree to additional terms and conditions.

Please note, by declining the terms and conditions set forth in this Agreement you will lose access to all Digital Services. For all accounts in your name that are set up to only view documents online, declining will reset those preferences and account documents will be mailed. Please call 800-972-3030 for more information.

Electronic Communication Disclosures – e-Sign Consent Agreement

Consent to electronic disclosures. To access a Fifth Third Bank account online or through a mobile app, you must review and consent to these Electronic Communication Disclosures ("Disclosures"). By consenting to these Disclosures, you understand and agree that all notices, disclosures, or other communications which Fifth Third may be required to provide you arising from our obligations under applicable law, your account agreement, this Agreement, or the Digital Services User Agreement, may be:

- Sent to you electronically, to any electronic mailbox we have for you, or, at our option, another electronic mail address you provide to us;
- Posted or made available online or through a mobile app; or

- Provided in any other electronic manner permitted by law.

Scope of electronic documents. These documents include, but are not limited to, account agreements, disclosures, periodic statement information, tax documents, privacy policies, notices, and changes to your account.

With respect to brokerage accounts, we may deliver related inserts, trade confirmation, or other documentation, electronically. Related inserts may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules.

Requesting a paper copy. If you would like a paper copy of any such information, please open the electronic version of the document, and follow the appropriate links to print the document. You may also contact a Customer Service Professional online via our "Contact Us" link or call us toll free, at 800-972-3030. **We may charge a fee for the production and delivery of documents in paper form. Please refer to your account agreement for additional information.**

Withdraw of consent or change of preferences. **You can withdraw your consent to receive information electronically or change your document delivery preferences, unless otherwise prohibited under the terms and conditions of a specific account agreement.**

To withdraw or change your document delivery preferences, you can:

- Login to Online Banking or the mobile app
- Call 800-972-3030
- Stop in any Fifth Third Banking Center

Sending of electronic alert notices. By consenting to the receipt of these Disclosures, you also consent to receiving an electronic alert notice, for example, via email or text message when a document is available for viewing. In some circumstances, we may automatically send you these electronic alert notices and in other instances we may not. We may also allow you the opportunity to opt out of the sending of some notices. For accounts with joint or multiple owners, each account owner is able to provide an email address for receipt of electronic documents. Only one account owner's consent is required to receive electronic documents.

If we send an electronic document or notice and the email is invalid, we will treat this as a withdrawal of your consent to receive electronic communications. We will begin sending a paper document within a reasonable period of time (generally within 45 days) until you provide a valid email address.

You can update your email address or cell phone number in the Settings portion of online or mobile banking, by calling Customer Service toll free at 800-972-3030, or by visiting a branch.

Hardware and software requirements. In order to access, view, and retain electronic communications from us, you must have the necessary software and hardware equipment, including:

- Microsoft® Internet Explorer, Mozilla® Firefox, Google Chrome, or Safari web browsers. Online Banking is designed for optimal use on the most current web browser version and the version prior. Our Online Banking, brokerage services, and online applications all require browser versions that support SSL (Secure Sockets Layer Encryption Technology), frames, and JavaScript;
- For mobile app access, the most current or two previous versions of Apple iOS or Android OS;
- An up-to-date device (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile website;
- Local, electronic storage capacity to retain and/or print electronic documents;
- Software that allows you to view files in a portable document format (PDF).

Variation settings or device types may affect presentation. The use of alternative browsers or "beta" versions may have unpredictable results.

Acceptance and Consent

By consenting to this Disclosure, you agree to the following statements:

I have read and understand and agree to be bound by the terms and conditions described above and consent to receive electronic documents according to the process described above. I understand that I may incur costs, including, but not limited to, data charges from my internet and/or mobile service provider, in accessing such documents.

I understand and agree that: (i) some documents may still continue to be delivered to me via U.S. mail (ii) documents will continue to be delivered to me via U.S. mail until such time that Fifth Third makes the documents available electronically in accordance with this Disclosure; (iii) my consent to view documents electronically is not limited in duration and does not automatically expire; (iv) the entity or entities with which I have my account(s) and/or their agents may revoke my participation in Digital Services, including electronic document delivery, at any time at their discretion; and (v) Fifth Third, its affiliates, subsidiaries, agents, or assigns will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Disclosure.

Digital Services User Agreement

By using Fifth Third Online Banking, Mobile 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" means Monday through Friday excluding federal holidays and any other days on which the Bank is permitted or required to be closed.

"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 neutral genders and the plural as well as the singular wherever the context so permits.

"Us" "Our" and "We" shall mean Fifth Third Bank, National Association, 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.

Electronic transaction (ACH) shall mean funds transferred to or from your account through an automated clearing house network, which may include direct deposits of payroll or government benefits, like Social Security.

"Website" shall mean www.53.com or m.53.com.

Digital Services Help

The Fifth Third Online Banking and Bill Payment platform contains helpful information for using the system. Help is available at [Online and Mobile Banking | Fifth Third Bank \(53.com\)](http://www.53.com). You may also access help during your Mobile Banking session by clicking the **Ask Us** button or the **Feedback and Support** link from the navigation menu. As a part of this Agreement, you agree to become familiar with the information contained in these documents prior to using the applicable service. All information contained in these screens and any updates to them are part of this Agreement.

Services

Fifth Third Digital Services allows Fifth Third Bank customers to access information for and initiate transactions from their Fifth Third Bank accounts via desktop computer, mobile device, tablet, or other permitted electronic means.

Some services may not be available for certain accounts or customers. We may modify or cancel any such services or a method of accessing them at any time without notice at our discretion, except as may be required by law.

By directing Fifth Third Bank 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 Digital Services as legal endorsements. As such, all correspondence initiated via Digital Services shall command the legal authority of a written request authorized by your signature.

Some transfers and payments made within Digital Services 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 Digital Services. 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

Some of the Digital Services may have fees associated with them that are not included in the Fifth Third Bank Deposit Account Rules and Regulations or Pricing and Services associated with your account. Information regarding these fees will be included within the applicable service. Please review the fees prior to engaging in a transaction.

Third Party Providers

Some of the services within Fifth Third Digital Services 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.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Fifth Third Bank or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. Please see our Privacy Policy for more information on our data practices.

Accessing Digital Services via a Mobile Device

Fifth Third Digital Services may be accessed by a mobile device or tablet by using a Fifth Third Bank mobile app downloaded to your device or by entering www.53.com into the browser on your mobile device. For information on the mobile services provided, please visit 53.com/mobile.

Not all of the Digital Services may be available when using a mobile device. Mobile carrier message and data rates may apply. Contact your mobile service provider for details regarding charges applicable to your plan with your provider.

We may limit the types and the number of accounts displayed within our Digital Services. Digital Services via mobile device 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).

Email and Mobile Alert Notices

Fifth Third offers alert 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 a mobile device. Text (SMS) and email alerts are subject to the Alerts Terms and Conditions you must accept when registering for this service.

There may be some alert notices that are automatically provided to you and others that are not. There also may be some alert notices for which you can opt out. There are specific alerts for particular services within Digital Services which cannot be turned off, such as important security notifications. By using the related services, you consent to receive applicable alerts. To see the applicable security notifications, please visit the Alerts section within Online Banking or our mobile app.

Fifth Third Mobile Deposit & Mobile Deposit with Immediate Funds

If you use Mobile Deposit or Mobile Deposit with Immediate Funds (“Mobile Deposit”), the following terms apply to you:

1. **Features and Services.** Fifth Third Mobile Deposit allows you to deposit money into certain accounts with your mobile device camera using the Fifth Third mobile app. To use Mobile Deposit, you must be a Fifth Third account holder and have agreed to the Digital Services User Agreement. You must also sign or endorse the back of all checks deposited through Mobile Deposit. Checks must also have an authorized signature on the front of the item by the maker of the check.
2. **Types of Checks.** You can only deposit U.S. checks and money orders using Mobile Deposit. Types of checks you cannot deposit are (“Prohibited Items”):
 - a. Checks payable to any person or entity other than those recognized in the titling of the account.
 - b. Checks containing any alteration of which you know or believe to be fraudulent or are not authorized by the owner of the account on which the check is drawn.
 - c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
 - d. Checks written off an account at a financial institution located outside the United States.
 - e. Checks written to yourself.
 - f. Checks made out to cash or exchange for cash.
 - g. Checks dated greater than 60 days prior to date of deposit.
 - h. Checks which have been previously deposited and returned.
 - i. Checks which have been previously deposited and paid.

Please note that any check that you attempt to deposit using Mobile Deposit is subject to verification by Fifth Third. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Fifth Third Banking Center.

You will be liable for depositing any Prohibited Items, and you agree to defend, indemnify, and hold Fifth Third harmless from all claims, demands, liabilities, judgments, losses, damages, actions, causes of action, expenses, and costs (including attorneys' fees) that Fifth Third may incur in any way related to the deposit of Prohibited Items to your account.

3. **Receipt.** We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion.
4. **General Information on Fifth Third Mobile Deposit with Immediate Funds.**

Fifth Third Mobile Deposit with Immediate Funds ("Immediate Funds") is a service that Fifth Third may provide to its checking, savings, or Express Banking account holders.

- Immediate Funds allows you to immediately access the full amount of the mobile deposit.
- A service fee may apply for Immediate Funds. We may not charge for checks under a certain dollar amount. Fifth Third does not charge a service fee for using the standard Mobile Deposit process.
- The fee, if any, is based on the amount and type of the check, in addition to the customer's current banking relationship.
- You have the option to accept this fee before proceeding with each transaction.
- Applicable fees will be disclosed when you access the appropriate mobile or online banking pages for this service.
- By using Immediate Funds, you agree to receive all communications related to this service electronically.

5. **Cut off Times and Information on Availability of Funds for Deposits.**

Please note the manner in which you make your deposit and cut-off times can impact funds availability. Please refer to the Deposit Account Rules and Regulations and other documents governing your account for information on funds availability and circumstances where delays may impact the availability of your deposits.

Once deposits are available, you can withdraw the funds in cash, and we will use the funds to pay transactions you have initiated. Funds deposited on a non-Business Day will follow the next Business Day cutoff.

6. **Destruction of Original Check.** Once you have deposited the check successfully, you should store the check in a secure location for 14 days. After 14 days, and after you have confirmed the deposited funds have been applied to your account correctly, you can destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.
7. **Image Quality.** The image of an item transmitted to Fifth Third must be legible and encompass the full check.

8. **Changes/Removal of Service.** We may, in our sole discretion, modify, add, or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items, or for other reasons in our sole discretion.
9. **Limitations.** When using Mobile Deposit, you may experience difficulties that are outside the control of Fifth Third or there may be times when Mobile Deposit is not available. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability.
10. **Compatible Hardware and Software.** In order to use Mobile Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Deposit. We may change requirements at any time without prior notice. You may need to upgrade the Mobile App to use Mobile Deposit.
11. **Deposit Limits.** We may establish limits on the number of checks or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you.
12. **Errors.** You must notify us of any errors (or suspected errors) related to the items deposited through Mobile Deposit as soon as possible after they occur, and in no event later than 30 days after the related Fifth Third account statement is made available. You can contact us by calling 800-972-3030 or by visiting a banking center. Unless you notify us within 30 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

Additional Provisions Regarding Mobile Banking

It is your responsibility to provide Fifth Third true, accurate, current, and complete information about yourself and your device and to update your telephone number and email address if and when it changes in order to ensure proper delivery of applicable Digital 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 alerts, you should disable the alerts being 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 Digital Services via a mobile device. You agree not to leave your device unattended while logged on Digital Services via a mobile device 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 using a mobile device to access Digital Services. We make no representation that any content or use of Digital Services is available for use in locations outside of the United States. Accessing Digital

Services from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

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.

Within the Mobile and Online Banking Bill Payment section, we use the term "Deliver By". This is the date that you want the payment to be delivered to a Payee. If the date falls on a non-business day, it shall be delivered the preceding Business Day. You must determine the Deliver By 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 Deliver By date far enough in advance to allow the service to process and send the payment to the payee in advance of their Due Date. This may be up to five business days prior to the payee Due Date. The system will provide you the earliest Deliver By 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 Bill Payment interface.

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

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 to a payee and it is possible for a check to be presented before the due date. 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.

FUNDING RISK

Fifth Third reserves the right to take reasonable actions that are necessary to reduce unfunded payments from your account, including but not limited to refusing to process additional Bill Payment Service requests from you and/or reducing your transaction limit or daily limit for Bill Pay Services, if Fifth Third determines in its sole discretion that you present an unacceptable risk.

EDITING OR CANCELING PAYMENTS

Details on how to edit or cancel payments are 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. A Payment cannot be canceled through the Service once it is marked as "Paid" or "In Process". It is possible to request a stop payment for any Payment marked as In Process by contacting Customer Service. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT

You may request a stop payment for any Payment marked as "In Process" 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 ON ELECTRONIC BILL PAYMENTS

Fifth Third will bear responsibility for any late payment related charges up to two hundred and fifty dollars (\$250.00) should a payment post after the Deliver By date because Fifth Third did not send a payment as scheduled or because Fifth Third sent incorrect payment information, provided that the payment was scheduled and the payee information was maintained in accordance with the guidelines described herein.

You are responsible for any late payment charges that are: caused by a delay in U.S. Mail delivery, delay by payee, incorrect entry into the Bill Payment System, incorrect scheduling number of days before due date, incorrect scheduling, or incorrect information supplied by you.

If Fifth Third Bank reasonably suspects fraud of any type relating either directly or indirectly to your account or a payment, the Bank may take action, which may include, without limitation, delaying the payment for a reasonable period of time in order to conduct an investigation or to allow law enforcement to conduct an investigation. If Fifth Third Bank determines that the payment is not fraudulent, then it will follow its Service Guarantee on Electronic Bill Payments. If Fifth Third Bank determines that the payment is fraudulent, the Bank may refuse or cancel

such payment. The Bank is not liable for and will not reimburse any late fees incurred by you in connection with a fraudulent payment. The Bank shall not be liable for its actions pursuant to this Section. This Paragraph does not imply that the Bank has an obligation to monitor Accounts or transactions.

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.

You further expressly authorize us, and our service providers, affiliates, agents, or assigns to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails.

Customer Service

You may contact Fifth Third Bank by calling a Customer Service Professional toll free at 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 Online Banking and Bill Payment. The Customer Care feature provided by Fifth Third Online 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 Online 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 Online 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 800-972-3030. The Privacy Policy is available electronically via the "Privacy and Security" links at the bottom of each page within [53.com](https://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 800-972-3030 or write to us as soon as you can at Customer Service Department, Fifth Third Bank, Madisonville Operations Center, MD 1MOCBX, Cincinnati, Ohio, 45227.

Fifth Third Bank must hear from you within sixty (60) calendar 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.

We will determine whether an error occurred 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) calendar days to investigate your complaint or questions except for new accounts, foreign-initiated accounts, and/or point of sale accounts which may take up to ninety (90) calendar days. 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) business 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. Calling us is the best way of keeping your possible losses down. You could lose all the money in your account (plus 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, after you learn of the loss or theft of your password/PIN, you can lose no more than \$50.00 if someone used your password/PIN or 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/PIN, and we can prove that we could have stopped someone from using your card, password/PIN 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 that were not authorized by you, including those made by PIN, code or other means, 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.

Limitations on dollar amounts of transfers

We reserve the right to impose limitations for security purposes at any time. Any errors occurring on external transfers may result in an extended hold of **up to 30 days** for resolution and the return of funds.

Fees

We reserve the right to impose a fee and to change fees upon notice to you.

Confidentiality

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

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

Right to Receive Documentation

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using an electronic terminal, which includes a computer, automated teller machines, and point-of-sale terminals.

Periodic statements are available electronically for the accounts accessed via online/mobile banking. Enrollment is required to receive paperless online/mobile statements instead of mailed statements. Once enrolled, customers are automatically enrolled in alerts regarding statement availability.

Fifth Third Bank's Liability for Failure to Make Transfers or 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 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 exceed 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 Fifth Third's system(s) applicable to Digital Services were 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
8. If the account has been held or frozen due to legal order or other reason; or
9. 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; or
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.

Smart Savings

Smart Savings is only available through the mobile app. Smart Savings is a type of automatic internal transfer between two Fifth Third accounts as instructed by you to help you save small amounts of money each week. Eligibility is based on your savings deposit account type. For a list of eligible deposit accounts, please see the Consumer Product Disclosures and Fee Information booklet or visit your local branch.

Based upon your configuration of the saving strategy set through mobile, we may automatically move money, in varying amounts, from your checking account to your savings account and/or from one internal deposit account to any other internal deposit account. You understand that the amount transferred at each interval will vary and is based on both the checking account threshold you determine and your Smart Savings limit (the maximum amount of money automatically transferred periodically). For example, if you set a Smart Savings limit of \$40, Smart Savings

will not transfer more than \$40 a week on your behalf. As another example, if you set your checking account threshold at \$300 (the originating account), Smart Savings will not make an automatic transfer any week a transfer would take your originating account balance below \$300.

While transfers are generally immediate if completed during Fifth Third's normal business hours, transfers are subject to the funds availability schedule and other restrictions, as outlined in the Deposit Account Rules and Regulations, and may not always be completed the same business day you initiate the transfer. Thus, your account may include pending transfers; however, any pending transferred amount(s) cannot be transferred back into the originating account until after the pending transfer is processed and settles in the receiving account. You acknowledge that you are responsible for monitoring your account balance, including Smart Savings automatic transfers, pending transactions, and any other debits and credits.

By agreeing to these terms, you authorize Fifth Third to initiate transfers from the applicable account to the account of designation by you in the range of \$0 to \$300 per Business Day, up to two times per Business Day. You agree that Fifth Third reserves the right to impose limitations on the frequency and dollar amount of transfers, or to terminate the Smart Savings functionality in Fifth Third's sole discretion. You also agree that Fifth Third can turn off Smart Savings at any time or not elect to initiate a Smart Savings transfer in the event of suspected or confirmed fraud, if Fifth Third may suffer a loss as a result of the transfer, if your account is dormant or not in good standing, or due to any legal or regulatory obligation. At any time, you can elect to turn off the Smart Savings service through mobile.

Fifth Third Bank Cardless ATM Service

You can request to scan a one-time code to use at Fifth Third Bank ATMs without having your physical card. Once you request to scan a one-time code, in order to perform a transaction, we will display a generated code on the ATM screen for a single use.

Scanning a one-time code allows you to make the same type of transactions that you can make using your ATM or debit card. Frequency and dollar limitations apply to Fifth Third Bank Cardless ATM transactions. Also, ATM withdrawal amounts are subject to your account balance and the current ATM daily dollar withdrawal limits for your card.

To use the Fifth Third Bank Cardless ATM service, you must have an eligible account. Cardless ATM transactions can only be made at Fifth Third Bank ATMs. Fifth Third Bank does not currently charge a fee for the Cardless ATM service. However, your mobile data rates may apply.

YOU AGREE TO NOT SHARE YOUR MOBILE APP LOGIN AND/OR ATM PIN WITH ANYONE AND TO KEEP THEM SECURE. IF YOU DO NOT KEEP YOUR INFORMATION SECURE, YOU COULD PUT YOUR ACCOUNT AT RISK AND LOSE MONEY. Contact us at once if you believe a Cardless ATM transaction has been made without your permission.

Fifth Third Bank may terminate or suspend your ability to use the Cardless ATM service at any time.

Zelle®

Additional [terms and conditions](#) apply to Zelle. Availability may be limited based on your account type, account ownership role, and/or the date of account opening. We may, from time to time, limit the type, number and dollar amounts of any transfers made using Zelle and terminate or suspend the operation of Zelle, without notice, unless required by law or regulation.

Bankruptcy Notice

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, your discharged debt is viewable on Internet Banking for informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for that discharged debt. However, Fifth Third retains its rights under any security instrument that exists related to that discharged debt. Any negotiations or arrangements entered into between you and Fifth Third do not constitute a waiver of your discharge, or an attempt to revive your personal liability for that discharged debt.

General Disclaimer

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Notice. For your notice to be valid under the Digital Millennium Copyright Act of 1998 ("DMCA"), you must provide the following information in writing: (1) an electronic or physical signature of a person authorized to act on behalf of the copyright owner; (2) identification of the copyrighted work or works that you claim has been infringed; (3) identification of the material that is claimed to be infringing and where it is located on or in the Service, or a representative list of such works if you intend to cover multiple works in a single notice; (4) information reasonably sufficient to permit use to contact you, such as your address, telephone number, and e-mail address; (5) a statement that you have a good faith belief that use

of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and (6) a statement, made under penalty of perjury, that the information you have submitted is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner. The required information must be submitted to the following DMCA agent: Fifth Third Legal Department, 38 Fountain Square Plaza, MD 10909F, Cincinnati, OH 45263, (513) 534-4300, or Legal_Deposit.Bancorp@53.com.

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Security

- You agree and consent to participate in Digital Service security features 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 and/or Mobile App 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 and/or Mobile App 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 and/or app 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 websites 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

The Website and/or the Mobile App may from time to time be unavailable, delayed, limited or slowed due to hardware or software failure, limited system capacities, damage caused by severe weather, fire, or other reasons out 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 a transaction through Digital Services after the effective date of a change, you indicate your agreement to the change.

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