

Fifth Third Identity Alert Premium® Membership Terms & Conditions

These terms and conditions ("Terms" or "Agreement") shall constitute the agreement between you and any joint account holder(s) (collectively, "you") and Fifth Third Bank, National Association ("Fifth Third"), regarding the benefits included as part of your account with Fifth Third. By maintaining your ongoing relationship with Fifth Third, you agree to be bound by these Terms.

Trilegiant Corporation ("Trilegiant") and Alliance Marketing Association are both separate entities of and not affiliates of Fifth Third.

IMPORTANT ARBITRATION DISCLOSURE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN THE EVENT OF DISPUTES BETWEEN YOU AND US IN CONNECTION WITH THE FIFTH THIRD IDENTITY ALERT SERVICE OR THE AGREEMENTS RELATED THERETO. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY AS OUTLINED IN SECTION 6 SINCE THEY AFFECT YOUR LEGAL RIGHTS. EITHER YOU OR WE MAY ELECT TO ARBITRATE A DISPUTE, WHICH MEANS IT WILL BE RESOLVED IN A BINDING ARBITRATION PROCEEDING AND YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR TO RESOLVE THE DISPUTE IN COURT.

1. THIRD PARTY PROVIDERS – In order to make available the Fifth Third Identity Alert ("FTIA") service, Fifth Third has contracted with third party service providers, including, without limitation, Trilegiant to perform services, as referred to below in Section 2 and throughout this Agreement, on behalf of Fifth Third and to deliver the FTIA services directly to you. Fifth Third reserves the right to change any service provider at any time. If we change the provider of the FTIA service from Trilegiant to a different third party service provider we will notify you in writing. Trilegiant, Alliance Marketing Association, and any other third party service provider designated by Fifth Third in addition to or in replacement thereof, are collectively referred to herein as "Provider."

2. SERVICE – (a) By enrolling in the FTIA service, you are automatically admitted as a member of Alliance Marketing Association ("AMA"). The FTIA service will enable you to access a copy of your Credit Report* from the three major credit reporting agencies, forms and toll-free phone numbers to assist you in answering credit report-related questions, triple-bureau Daily Credit Monitoring**, a copy of your VantageScore 3.0 credit scores***, Quarterly 'no-hit' notification, Identity Theft Insurance coverage†, a Card and Important Document Registration and Lost and Stolen Card service††. (b) As a member of the FTIA service, you will also receive daily monitoring of public databases of your Social Security number, up to ten of your bank accounts and up to ten of your credit/debit cards registered with the FTIA service†††; access to an identity fraud support service; monitoring of your personal, publicly available information (including your name and up to three current or past addresses, three e-mail addresses and three phone numbers), the results of which are updated every two weeks‡; verification monitoring alerts, if your Social Security number or your name together with your address, date of birth, or phone number, is used to verify your identity with any company participating in Fifth Third's information network‡‡; monitoring of your

children's Social Security number in credit header and public data sources‡‡‡; monitoring of up to three addresses for their proximity to registered sex offenders§; access to a list of FDA recalls§§; the option to use an interactive online fraud resolution guide as a tool to aid in the identity theft recovery process; emergency cash advance§§§; and score tracker with alerts (the benefits described in this Section 2(b) are collectively referred to herein as the "Account Holder Benefits"). (c) Fifth Third reserves the right to change or modify the terms and conditions of this Agreement and FTIA at any time without notice, and you agree to comply with such changes or modifications. Fifth Third may cancel this Agreement upon written notice and refund to you the current term's membership fee unless the reason for such cancellation is your failure to pay or your misuse of the FTIA service. You understand that FTIA actively monitors public records for notification of death. Should FTIA receive notification of your death, within a reasonable time of notification, Fifth Third shall cancel this Agreement as your estate is restricted from using the FTIA pursuant to Section 3. (d) Any or all of the FTIA benefits are provided by third parties ("Subcontractors"), unaffiliated with us, whose respective terms and conditions will govern to the extent they are not inconsistent with these Terms.

3. WHO MAY USE; RESTRICTIONS ON USE – (a) The FTIA service is non-transferable and cannot be assigned to another person. Accordingly, you agree that you will use FTIA only for your own behalf and that you will be the end user of the information provided by FTIA. You further acknowledge and agree that you shall use the monitoring benefit solely for the purpose of obtaining a report on your own public records as described herein according to the terms and conditions of this Agreement. Without limiting the foregoing, you agree not to use FTIA for consumer credit reporting purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar state statute. You acknowledge that this Agreement grants you a limited license in exchange for payment of the fees and charges for FTIA, and you shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that you receive from FTIA. You agree to limit use and dissemination of information from FTIA solely to the uses set forth herein. In order to access the information, you will be provided your own membership number. You will be responsible for all use of your membership number and must notify us immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number. The FTIA service may not be used for business or commercial purposes. You acknowledge and understand that Fifth Third and Provider will only allow you to access FTIA if you meet and continue to meet the standards described herein.

(b) You understand that by enrolling in the FTIA service, you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act, as amended ("FCRA"), for Trilegiant and its service providers, which may include ConsumerInfo.com, Inc. ("CIC") and CSIdentity Corporation ("CSID"), to obtain information from your personal credit profile from Experian, Equifax, and TransUnion, the three major credit reporting agencies. You authorize Trilegiant and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products.

4. LIABILITY – YOU ACCEPT ALL INFORMATION RECEIVED THROUGH FTIA "AS IS." NEITHER PROVIDER, FIFTH THIRD, AMA, CIC AND CSID, NOR ANY OF THEIR

RESPECTIVE AFFILIATES OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF YOUR PERSONAL CREDIT REPORT OR YOUR CREDIT ALERT REPORT, IN PROVIDING YOU WITH YOUR MONITORING ALERT REPORT OR FOR ANY DEFECTIVE PRODUCTS PROVIDED TO YOU IN CONNECTION WITH THE FTIA SERVICE. NEITHER PROVIDER, FIFTH THIRD, AMA, CIC AND CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, CORRECTNESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF FTIA OR THE COMPONENTS THEREOF, INCLUDING, WITHOUT LIMITATION, THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH FTIA. NEITHER PROVIDER, FIFTH THIRD, AMA, CIC AND CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE FTIA SERVICE OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE FTIA SERVICE. NEITHER PROVIDER, FIFTH THIRD, AMA, CIC AND CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE FTIA SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID PROVIDER OR FIFTH THIRD FOR YOUR MEMBERSHIP. FTIA IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

5. GOVERNING LAW – This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

6. MANDATORY ARBITRATION – You, on the one hand, and Fifth Third, Provider, CIC and CSID, on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims by you against Fifth Third, Provider, CIC or CSID as well as their corporate affiliates. You agree that, by entering into this Agreement, you and Fifth Third, Provider, CIC and CSID are each waiving the right to a trial by jury or to participate in a class action. At your request, we will pay the first \$125 of your arbitration fees. You will be solely responsible for your arbitration fees and costs in excess of \$125. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU, ON THE ONE HAND, AND FIFTH THIRD, PROVIDER, CIC AND CSID, ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you

and Fifth Third agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. If the specific provision in the preceding sentence is found to be unenforceable then the entirety of this arbitration provision in this Section 6 shall be null and void.. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). The AAA Rules and forms of the AAA may be obtained by calling 800- 778-7879 or by visiting the AAA's Web site at adr.org. All Claims must be filed at any AAA office. Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section 6 shall survive any termination, cancellation or expiration of this Agreement. The terms of this Section 6 do not apply to Massachusetts residents.

7. MISUSE OF FTIA OR INFORMATION – You agree to take appropriate measures so as to protect against the misuse of FTIA. You agree that Fifth Third or Provider may, if either is concerned about your use, temporarily suspend your access for up to ten (10) business days pending an investigation of use. You agree to cooperate fully with any and all investigations. If misuse is confirmed through investigation, Fifth Third or Provider may immediately terminate this Agreement.

8. AUDIT – You understand and agree that in order to ensure compliance with applicable laws, Fifth Third or Provider will conduct periodic reviews of your activity and may, on a random basis, contact you to review completed searches. You agree to reasonably cooperate with any and all such reviews. Violations discovered in any review by Fifth Third or Provider will be subject to immediate action including, but not limited to, termination of this Agreement.

9. INDEMNIFICATION – You agree to indemnify and hold Fifth Third, their subcontractors (including Provider), and their respective parents, subsidiaries, affiliates, officers, directors, and employees harmless from any claim, damage, demand, expense, liability, or loss, including reasonable attorneys' fees, incurred by such party arising out of or relating to your unauthorized use of the FTIA service or your violation of these Terms. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

10. MEMBERSHIP FEE – For your convenience, Fifth Third its successors and or assigns will bill the designated billing source for the then current monthly fee for the Identity Alert Program you have selected. Any discounts you are eligible for are subject to your banking relationship at Fifth Third and the greatest discount you are then eligible for will be applied to each bill monthly. You will be billed in arrears each month for the prior month's services beginning one month from the date of enrollment and each month thereafter as long as you are enrolled in the product. If your billing date falls on a non-business day for the month, you will be charged on the business day prior. Failed/returned payment may be subject to overdraft and/or returned item fees as outlined through Fifth Third Bank *Deposit Account Rules and Regulations* provided at billing account opening. Failure to make payment for two consecutive billing months will lead to the closure of the FTIA account.

11. RENEWALS – Unless you notify Fifth Third that you do not wish to renew your membership, we will automatically renew your membership at the end of each month and bill the renewal fee to your designated billing source.

12. RIGHT TO CANCEL MEMBERSHIP – You have the right to terminate this Agreement at any time. You may cancel this Agreement by visiting a local Fifth Third banking center or calling 800-972-3030. Your cancellation of this Agreement will revoke your payment authorization for future membership fees relating to the FTIA service. You will remain responsible for any other fees or charges to be paid pursuant to this Agreement. For questions on your membership account details, please contact us at 800-972-3030 or visit a local banking center.

13. ELECTRONIC COMMUNICATIONS –

To access FTIA documents, alerts, and other communications electronically, you must review and consent to receive electronic communications from Fifth Third and/or Provider as outlined in this Agreement, including Section 13. By consenting to this Agreement, 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 or this Agreement may be: 1. Sent to you electronically, to any electronic mailbox we have for you, or, at our option, another electronic mail address you provide to us; 2. Posted or made available online through the FTIA service website; or 3. Provided in any other electronic manner permitted by law. The scope of these documents includes, but it is not limited to, this Agreement, any subsequent change in terms of this Agreement, FTIA alerts, notices or disclosures, payment and billing authorizations, and general correspondence. Further, Fifth Third or Provider, at their option, may communicate with you regarding the Fifth Third Identity Alert service by mail, or by telephone in addition to by electronic communications.

If you would like a copy of an electronic communication or document or a paper copy of an electronic communication or document, you may request the applicable item.

You may contact Provider by telephone at 800-972-3030 or by writing to Fifth Third Identity Alert Premium Provider at P.O. Box 41249, Nashville, TN 37204-1249, to request another electronic copy of an electronic communication without a fee. To receive a paper copy of an electronic communication, please open the electronic version of the communication and/or document and print. **You can withdraw your consent to receive information electronically or change your document delivery preferences.** You may contact Provider at the same telephone number listed above to update your contact information or to withdraw your consent to receive electronic communications. **Fifth Third or Provider reserve the right to terminate your use of the Fifth Third Identity Alert Premium service if you decline or withdraw your consent to receive electronic communications from Provider.**

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 - the most current web browser version and the version prior. TLS 1.2 needs to be supported by the browser being used.

- 53identityalert.com requires browser versions that support SSL (Secure Sockets Layer Encryption Technology), frames, and JavaScript.
- An up-to-date device (e.g., computer, smartphone, tablet, etc.) suitable for connecting to the Internet and accessing the 53identityalert.com website.
- Local, electronic storage capacity to retain and/or print electronic documents (e.g., Privacy Policy, Credit Dispute Form).
- Software that allows you to view files in a portable document format (PDF).

Text Message Alerts: As a FTIA member, you may be eligible to enroll in text message alerts. Text message alerts permit you to receive important notifications regarding your monitored information for your FTIA service. Alerts will be sent to the mobile telephone number provided. If you change your mobile phone number or switch mobile service carriers, you may be prompted to re-consent to receive text message alerts. The number of text alerts Provider sends will vary and will depend on the kinds of alerts you elect to receive, and the activity related to your account. FTIA text messages are available on most carriers but may not be available on all U.S. carriers. Text message and data rates may apply. You should contact your carrier if you have questions about these fees. Provider cannot guarantee that text messages sent will be received, or that they will be complete or timely. You understand and agree that your alerts may be delayed or prevented by a variety of factors. Provider does not guarantee the delivery or accuracy of the contents of any text message alerts. You also agree that Provider shall not be liable for any delays, failure to deliver, or misdirected delivery of any text message alert, for any errors in the content, or for any actions taken or not taken by you or any third party on reliance on the alert.

Because FTIA text message alerts are not encrypted, Provider will never include any account password, Social Security number, full account number, or any other personally identifiable information. However, text message alerts may include some information about your accounts. You understand that anyone with your mobile device, as applicable, will be able to view the contents of these alerts. You are responsible for keeping any personal information, including any alerts, that we send you secure and confidential.

Under no circumstance shall Provider be liable to you for incidental, consequential, special or punitive damages, including not but not limited to interest charges, loss of business, lost opportunities, lost profits, or other economic damages, resulting in any way from your use of or reliance upon the text message alerts or the contents of specific alerts, whether the claim for damages is based on warranty, contract, tort, or any other legal theory, and whether or not Provider is advised of the possibility of such damages. You agree to indemnify, defend, and hold Fifth Third, Provider, or any of their respective affiliates or subcontractors harmless from and against any and all claims, losses, liability, cost, and expenses (including reasonable attorney's fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state, or local law, regulation, or ordinance.

You may deactivate any or all text message alerts at any time through the FTIA website or by calling the number within. In addition, you may deactivate text message alerts by responding "STOP." You may get more information or

additional assistance by calling the number within. In addition, you may request help for text message alerts by responding "HELP."

14. AGREEMENT ENTIRETY – This Agreement, as may be amended from time to time, sets forth the entire understanding and agreement between Fifth Third and you regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations.

15. VANTAGESCORE 3.0 DISCLOSURE – VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian, TransUnion, and Equifax. VantageScore 3.0 is used by some, but not all lenders. Higher scores represent a greater likelihood that you will pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk. There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day to day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file. There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so do not be surprised if your lender gives you a score that is different from your VantageScore (and your VantageScore 3.0 may differ from your score under other types of VantageScores). Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

*Fifth Third Identity Alert Premium, Provider, and their service providers, including their credit information subcontractors shall not have any liability for the accuracy of the information contained in your credit reports, credit scores, or monitoring reports which you receive in connection with the Fifth Third Identity Alert Premium service, including liability for damages, direct or indirect, consequential or incidental.

**Daily monitoring will notify you of certain new inquiries, and derogatory information, accounts, public records, or change of address that have been added to your credit reports as reported by one of the major credit reporting agencies. If no information has been added or changed, then you will receive a quarterly notification stating that no information has changed within your credit file.

***Your VantageScore credit score(s) are provided by VantageScore Solutions LLC. The VantageScore model, with scores ranging from 300 to 850, was developed jointly by the three major national credit reporting agencies – Experian®, TransUnion®, and Equifax®. The version of VantageScore provided here is used by some, but not all,

lenders. Your Score(s) may not be identical or similar to scores received directly from those agencies, from other sources, or from your lender.

†The Identity Theft Insurance benefits are provided to all members, along with all other benefits afforded as part of the program, through AMA. Upon enrollment in the program, you will automatically be admitted as a member of AMA.

Identity Theft Insurance is underwritten by insurance company subsidiaries or affiliates of American International Group, Inc., under group policy # 7077733 for non-New York State Insureds and # 1423212 for New York State Insureds. All exclusions and limitations of the master policy apply. See the Benefit Summary for details regarding such exclusions and limitations. Availability of coverage is subject to underwriting qualifications and state laws and regulations. Coverage is subject to actual policy language.

††IMPORTANT NOTICE: YOU HAVE CERTAIN RIGHTS AFFORDED TO YOU UNDER FEDERAL LAW TO LIMIT YOUR LIABILITY FOR UNAUTHORIZED USE OF LOST OR STOLEN CREDIT AND DEBIT CARDS. For more information, please visit <https://www.consumer.ftc.gov/articles/0213-lost-or-stolen-credit-atm-and-debit-cards>.

Some financial institutions may require you to call them directly and will not accept notification from third parties in which case we will contact you so that you can call your financial institution directly.

†††Fifth Third Identity Alert Premium monitors up to ten registered credit/debit cards, up to ten registered bank accounts and your Social Security number on the Internet, based on extensive research of Internet chat rooms; however, it is impossible to ensure that all Internet chat rooms have been searched for your personal information. Accordingly, your monitoring alert reports may not contain or apprise you of all your personal information that is publicly available or that may have been compromised.

‡Fifth Third Identity Alert Premium monitors up to three of your current or past physical addresses, three of your phone numbers, and three of your e-mail addresses on the internet based on a search of internet directories; however, we cannot ensure that all internet directories have been searched for your personal information. Accordingly, we may not be able to apprise you of all of your personal information that may have been compromised.

‡‡The information network is comprised of many U.S. credit issuers, including credit card issuers, retailers, and telecom companies. However, Fifth Third Identity Alert Premium's information network does not include all companies that require verification of your identity prior to providing you with a service or credit. As a result, it is possible that fraudulent attempts to verify your identity could be submitted using your personal information that are not detected by Fifth Third Identity Alert Premium.

‡‡‡Fifth Third Identity Alert Premium monitors the Social Security number for up to ten of your children who are under the age of 18 in credit headers and pre-credit data sources; however, it is impossible to ensure that all pre-credit data sources have been searched. Accordingly, your child monitoring alert notifications may not contain or apprise you of all instances in which your

child's Social Security number may have been compromised. Once your child turns 18, he/she will be removed from monitoring.

§Fifth Third Identity Alert Premium, or its service providers as applicable, do not make any representation, express or implied, that the information provided by the Registered Sex Offender Locator service is accurate. This service relies on publicly available data and, therefore, the location of all sex offenders may not be in the service's database. This service does not monitor addresses in the state of California.

§§Fifth Third Identity Alert Premium, or its service providers as applicable, do not make any representation, express or implied, that the information provided by the FDA & product recall list service is accurate. This service relies on publicly available data and, therefore, not all FDA & product recalls may be in the service's database.

§§§Member must be at least 100 miles from home and have available credit on a designated bank card. Emergency cash is charged as cash advance, and is subject to that account's finance rates.

The benefits in Fifth Third Identity Alert Premium are provided by Fifth Third's vendor, Trilegiant. The Fifth Third Identity Alert Premium service may be modified or improved at any time and without prior notice. Fifth Third Identity Alert Premium is a registered service mark of Fifth Third Bancorp.

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