

## **Fifth Third Identity Alert® Membership Terms & Conditions**

Trilegiant & Alliance Marketing Association are both separate entities of and not affiliates of Fifth Third Bank.

**1. THIRD PARTY PROVIDERS** – In order to make available the Service, Fifth Third has contracted with third party service providers, including, without limitation, Trilegiant to perform on behalf of Fifth Third under this Agreement and to deliver the Services directly to You. Fifth Third reserves the right to change any service provider at any time. If we change the provider of the Service from Trilegiant to a different third party service provider we will notify You in writing. Trilegiant, 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 and up to ten of your credit/debit cards registered with the FTIA service†††; and access to an identity fraud support service (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. (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. 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 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 Connecticut. 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 and/or 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 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 or CIC and CSID as well as their corporate affiliates. You agree that, by entering into this Agreement, You and Fifth Third and 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 AND/OR 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 this specific provision in the preceding sentence is found to be unenforceable then the entirety of this arbitration provision in Section 6 shall be null and void. 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"). 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), AMA, 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 Bank, 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 Identity Alert 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. Cancel this Agreement and you will owe nothing further. 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** – Fifth Third or Provider, at their option, may communicate with You regarding the Fifth Third Identity Alert service by mail, by telephone or by electronic communications. Fifth Third or Provider may communicate with You electronically by means of electronic mail to the email address You provide when You sign up for the Fifth Third Identity Alert service and/or by postings to the Fifth Third Identity Alert service website. Fifth Third or Provider may communicate electronically to You the following types of communications: Fifth Third Identity Alert Terms and Conditions (including any amendments thereto), notices or disclosures regarding the Fifth Third Identity Alert service, payment and billing authorizations, and other matters relating to your use of the Fifth Third Identity Alert service.

You may contact Provider by telephone at 800-972-3030 or by writing to Fifth Third Identity Alert Provider at P.O. Box 41249, Nashville, TN 37204-1249, to request another electronic copy of an electronic communication without a fee. You may also request a paper copy of the terms of the payment authorization without fee. You may contact Provider at the same telephone number listed above or by email at [service@53identityalert.com](mailto:service@53identityalert.com) 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 service if You

decline or withdraw your consent to receive electronic communications from Trilegiant.

**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'll 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 don't be surprised if your lender gives you a score that's 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, Alliance Marketing Association, or their service providers as applicable, and 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 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<sup>®</sup>, TransUnion<sup>®</sup>, and Equifax<sup>®</sup>. 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 Alliance Marketing Association (AMA or the "Association"). Upon enrollment in the program, you will automatically be admitted as a member of the Association.

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.

††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.

††IMPORTANT NOTICE: YOUR LIABILITY FOR UNAUTHORIZED USE UNDER FEDERAL LAW: For credit cards: If the card issuer has notified you of your maximum potential liability, has provided a means for you to notify the card issuer of credit card loss, and if the credit card contains a means of identifying the cardholder or authorized user, then your liability for unauthorized use of your card before the card issuer is notified is no more than \$50.00 on each card. For debit and cash-machine (ATM) cards: Your liability for unauthorized use of your card is no more than \$50.00 if you notify the card issuer of card loss within two business days after you learn of the loss of the card. After that, your liability is up to \$500.00, provided that the card issuer establishes that the unauthorized charges would not have occurred if you had notified the card issuer within the two business day period. In addition, if you do not notify the card issuer within 60 days after a periodic statement showing unauthorized transfers is sent to you, then you will also be liable for the amount of unauthorized transfers that occurred after the 60-day period and before notice to the card issuer, provided that the card issuer establishes that the unauthorized charges would not have occurred if you had notified the card issuer within the 60-day period. Your card issuer's liability policy may provide for lesser liability amounts than indicated above. Consult your card issuer's terms and conditions for specific details. The policy of many card issuers is not to hold cardholders liable. Nothing set forth in your membership materials alters any rights you may have under federal or state law with respect to unauthorized or erroneous transactions on your card accounts. You are not required to have this service to maintain your credit, debit, or ATM cards.

†††Fifth Third Identity Alert monitors up to ten registered credit/debit cards and one 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

advise you of all your personal information that is publicly available or that may have been compromised.

The federal Fair Credit Billing Act gives You the right to dispute billing errors, such as unauthorized charges, on your credit card by notifying your credit card company in writing within 60 days after the first bill containing the error was sent to You. The credit card company must resolve the dispute within two billing cycles (not to exceed 90 days) after receiving your notification. You may withhold payment on the disputed amount (and related charges) during the investigation. You must pay the amount not in dispute. You will be informed in writing whether your bill is correct or contains an error. If your bill contains an error, it will be corrected. Your liability for unauthorized charges is limited to \$50 per credit card. You are not required to enroll in Fifth Third Identity Alert to maintain your credit card.

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

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