



Digital Services User Agreement

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

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

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

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

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

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

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

"Website" shall mean www.53.com.

Digital Services Help

The Fifth Third Internet Banking and Bill Payment Help document details how to operate the Fifth Third Internet Banking and Bill Payment system. It is available at www.53.com/help and may also be accessed during your Internet Banking session by clicking the Help button. The Fifth Third Mobile Banking Help document details how to operate the Mobile App. It is available at www.53.com/mobile. 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 the documents 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 anytime 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 Rules and Regulations Applicable to All Accounts. Information regarding such fees will be included within the applicable service. Please review such fees prior to engaging in a transaction.

Third Party Providers

Some of the services within Fifth Third 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.

Accessing Digital Services via Mobile Device

Fifth Third Digital Services may be accessed by a mobile device or tablet by using a Fifth Third Bank Mobile Application downloaded to your device or by entering www.53.com into the browser on your mobile device. Then log in using your User ID and password.

Fifth Third Mobile Banking offers many of the same functions as traditional Internet Banking including checking balances, viewing pending and posted transactions, transferring funds and finding Fifth Third ATMs and branches. Not all Digital Services functionality may be available when using a mobile device. You may need to use the internet to access functionality such as making bill payments, setting up account alerts, or viewing detailed transaction activity for mortgages, loans, and brokerage accounts.

There is no fee to access Digital Services via mobile device. However, Message and Data Rates may apply. Contact your mobile service provider for details on these charges applicable to your plan with your provider.

We may limit the types and number of Accounts eligible for Digital Services via mobile device. 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 Alerts

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

There may be some alerts specific to particular services within Digital Services which you may not be able to set preferences for and cannot be turned off. By using these services, such as bill payment or mobile banking, you consent to receive applicable alerts.

FIFTH THIRD MOBILE DEPOSIT

If you use 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 Application or "Mobile App". To use Mobile Deposit, you must be a Fifth Third account holder and have agreed to the Digital Services User Agreement.
2. **Types of Checks.** You can only deposit checks using Mobile Deposit, however, there are some checks that you cannot deposit. These include:
 - a. Checks payable to any person or entity other than you.
 - b. Checks containing any alteration of which you know or believe to be fraudulent or 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 not payable in United States currency.

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 branch.

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. **Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 8 PM Eastern Time in order to be considered deposited same day. Deposits made after 8 PM Eastern Time will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers or at www.53.com.
5. **Availability of Funds Deposited.** Information on Availability of Funds Deposited is available within the Mobile Deposit Section of the Mobile App. Detailed information is available in the Rules and Regulations Applicable to All Fifth Third Consumer and Business Banking Accounts and Cards. You can get a copy at a banking center or by calling 1-800-972-3030.

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 must 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. You can get additional information on getting a good image in the Mobile Deposit Section of www.53.com.

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 the Services as soon as possible after they occur, and in no event later than 30 days after the related Fifth Third account statement is sent. You can contact us by calling 1-800-972-3030 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 it is your responsibility to update your telephone number 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 text 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.

You are prohibited from using the Mobile App or access Digital Services via a Mobile Device if you jailbreak your device (i.e., remove or circumvent software and application limitations imposed by your Mobile Device carrier).

Bill Payment

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

the Payee cannot process payments in a timely manner, Fifth Third Bank may decline future payments to this Payee.

SETTING UP PAYMENTS

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

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

You must schedule payments prior to that day's cut-off time for bill payments. The current cut-off time is provided within the Bill Payment interface.

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

Some bill payments are made via check and some are made via electronic transaction (ACH). Fifth Third Bank cannot control when a check will be presented by a payee 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.

EDITING OR CANCELING PAYMENTS

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

STOP PAYMENT

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

SERVICE GUARANTEE

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

COLLECTION

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

Customer Service

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

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

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

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

Privacy Policy

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

Electronic Funds Transfer Errors

(This section applies to personal accounts only.)

In case of errors or questions about your electronic transfers, contact Fifth Third Bank at 1-800-972-3030 or write to us as soon as you can at Customer Service Department, The Fifth Third Bank, Madisonville Operations Center, MD 1MOCBK, Cincinnati, Ohio, 45263.

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

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) days to investigate your complaint or questions. If we decide to do so, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If Fifth Third Bank asks you to state your complaint or question in writing and we do not receive it within ten (10) days, we may not provisionally credit your account. If we decide that there was no error, Fifth Third Bank will send you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of the documents that were used in the investigation.

Customer Liability for Unauthorized Transfers

(This section applies to personal accounts only.)

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

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

Also, if your statement shows transfers that you did not make or which were not authorized by you, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

Limitations on Frequency of Transfers

We reserve the right to impose limitations for security purposes at any time.

Limitations on dollar amounts of transfers

We reserve the right to impose limitations for security purposes at any time.

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.

Documentation:

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. Periodic statements. Checking accounts: You will get a monthly account statement.

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

You will be responsible for any payment or transfer request you make that contains an error or is a duplicate of another. Fifth Third Bank and any service providers are not responsible for a payment or transfer that is not made if you did not properly follow the applicable instructions. You must promptly notify Fifth Third after you learn that you have not received credit from a payee for a payment or transfer.

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

1. If, through no fault of Fifth Third Bank's, you do not have enough money in your account to complete the transfer; or
2. If the transfer would go over your credit limit on your line of credit account; or
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken; or
4. If the funds in the account are subject to legal process or other encumbrance restricting such transfer; or

5. If the 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; or
8. If, in the case of Bill Payment, financial risk necessitates check remittance instead of electronic remittance or additional days processing to ensure available funds; or
9. If the account has been held or frozen due to legal order or other reason; or
10. If there is an allegation of fraudulent activity concerning the account; or
11. If other rules, regulations or agreements of Fifth Third Bank so provide.
12. If transaction instructions are not actually received by Fifth Third Bank, Fifth Third Bank may not be held accountable for any loss resulting from the delay or failure to transmit instructions arising from user error, malfunction of equipment, natural impediments, and/or inaccurate or incomplete information.

General Disclaimer

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

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

ALL DIGITAL SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO ANY SERVICES OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THESE DISCLAIMERS APPLY TO ANY PRODUCT, SERVICE, ADVERTISEMENT OR OTHER INFORMATION CONTAINED HEREIN. THIS INCLUDES ANY CONTENT CONTAINED, DISTRIBUTED, LINKED OR DOWNLOADED FROM THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF A SERVICE, INCLUDING WITHOUT LIMITATION, THE MOBILE APP, (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT TO YOUR ACCOUNT, AS DETERMINED APPROPRIATE IN OUR DISCRETION OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other

legal rights, which vary by state. ANY EXCEPTIONS TO THIS GENERAL DISCLAIMER WOULD BE OUTLINED WITHIN ANY APPLICABLE SERVICE AGREEMENT WILL BE WITHIN THE SOLE DISCRETION OF FIFTH THIRD BANK TO CORRECT ANY ERRORS OR TO OMIT ANY PORTION OF THE SERVICES, PRODUCTS OR MATERIALS CONTAINED HEREIN.

FIFTH THIRD BANK OR ITS SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND FIFTH THIRD BANK DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. FIFTH THIRD BANK RESERVES THE RIGHT TO TERMINATE ANY OR ALL WEBSITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO THE USER. FURTHERMORE, BY OFFERING THE WEBSITE AND INFORMATION, PRODUCTS OR SERVICES VIA THE WEBSITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY FIFTH THIRD BANK TO ANY PERSON TO USE THE WEBSITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE WEBSITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

FIFTH THIRD BANK AND THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, FIFTH THIRD BANK AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN WEBSITE, ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, ANY LOSS OR DAMAGES INCURRED BY YOU BY THE TRANSMISSION OF YOUR PASSWORD, PIN, ACCESS DEVICE INFORMATION OR CODES OR OTHER PERSONAL INFORMATION BY YOU OR ANYONE BESIDES FIFTH THIRD BANK, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND FIFTH THIRD BANK AND ITS AFFILIATES' CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING FIFTH THIRD BANK'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. UNDER NO CIRCUMSTANCES WILL FIFTH THIRD BANK BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER FIFTH THIRD BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

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

Copyright Information

All logos, service marks, trade names and trademarks contained within this site are the sole property of Fifth Third Bancorp. It is prohibited for anyone to use such trademarks without the written consent of Fifth Third Bancorp. This site may also contain such logos and trademarks of some third party, in which case it is also prohibited to use these marks without consent. The content contained in this site is protected by copyright law. It is prohibited for users to display, distribute, publish, sell, transmit, license, create derivative works or to use any content that is contained within Fifth Third Bank's Web site for any purpose whatsoever. Any unauthorized use of this information may be punishable by law.

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

Important Information Regarding Electronic Communication

The Fifth Third Bank website is optimized for screen resolutions at 1024x768 pixels. The following browsers and versions are supported:

- Microsoft® Internet Explorer 8.0+
- Mozilla® Firefox 4.0+
- Google Chrome 5.0+
- Safari 4.0+

Variant settings or device types may affect presentation. The use of alternative browsers or BETA versions may have unpredictable results.

Our Internet banking, brokerage services and online applications all require browser versions that support SSL (Secure Sockets Layer Encryption Technology), frames, and JavaScript.

- If you would like a paper copy of any periodic statement, please call 513-358-5353 or 1-800-972-3030 or contact your Banking Center. We may charge a fee for each periodic statement copy you request. You may elect to withdraw consent to receive your periodic statements in electronic format. To withdraw consent, please visit www.53.com, call 1-800-972-3030, or contact your Banking Center. Should you consent to accessing your periodic statement information electronically and do not accept the terms via Internet Banking at www.53.com [or whatever reference we prefer] within 60 days from account opening or consent, your periodic statements may be mailed to you.

Security

- You agree and consent to participate in security features on the Website and/or Mobile App such as registering and answering security questions or changing your password, as requested by Fifth Third Bank.
- You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with Fifth Third Bank, and (ii) in circumstances where locations of the Website 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 sites do not necessarily imply any endorsement of or responsibility for the opinions, ideas,

products, information or services offered at such sites, or any representation regarding the content at such sites.

Potential Disruption of Service

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

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
- Strike or other stoppage (whether partial or total) of labor;
- Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Fifth Third Bank.

Changes to Agreement

We may change these Terms and Conditions at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronically. If you initiate a transaction through Digital Services after the effective date of a change, you indicate your agreement to the change.

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