



## What's New?

August 8, 2013 Update to the Fifth Third Mobile Deposit Agreement:

- Important update to Business accounts using mobile deposit. Effective 9/19/2013, deposits made to a Business account will be charged a \$0.50 fee per check. You will be asked to accept the fee prior to proceeding with the deposit within the application. If you have any questions related to this please call 1-800-972-3030.
- Update for all mobile deposit users: we have changed our guidelines on when you should destroy your check after deposit. You should retain the check in a secure location for 14 days and then, after confirming the deposited funds have been applied to your account correctly, destroy the check.

**Read and accept the Fifth Third Mobile Deposit Agreement.**

**Consider printing a copy for your records.** To view a printable version of this document, please log on to Internet Banking from your personal computer and navigate to Fifth Third Mobile Deposit.

### FIFTH THIRD MOBILE DEPOSIT AGREEMENT

This Agreement contains the terms and conditions for using Fifth Third Mobile Deposit that Fifth Third Bank ("we" or "us") may provide to you ("you" or "your"). The **Internet Banking and Bill Payment Access User Agreement and the Rules & Regulations Applicable to all Fifth Third Accounts and Cards ("Rules and Regulations")**, also apply to transactions made using Mobile Deposit.

By using Mobile Deposit, you acknowledge and accept this Agreement.

- 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 Internet Banking and Bill Payment Access User Agreement.
- 2. Charge.** There may be a charge to use this service. The Mobile App will inform you of the current charge to use the service prior to the completion of the transaction.
- 3. 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 written off of any account that you own or you are a signor on.
  - c. 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.
  - d. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
  - e. Checks written off an account at a financial institution located outside the United States.
  - f. 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.


- 4. 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.

- 5. Cut off Times for Deposits.** Deposits made via Mobile Deposit must be made before 8 PM Eastern Standard Time in order to be considered deposited same day. Deposits made after 8 PM Eastern Standard 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](http://www.53.com).
- 6. Availability of Funds Deposited.**
- Once deposited, subject to the cut off time described above, if you are a consumer, up to \$100 of the total of your deposits for the day made in any manner (including branch, ATM, etc.) will be immediately available to you on the day of deposit. If you are a business, up to \$200 of the total of your deposits for the day made in any manner (including branch, ATM, etc.) will be available to you on the next day after deposit.
  - Checks are subject to verification by Fifth Third and may be rejected for any reason without liability to you. If the check is verified by Fifth Third, the balance of the check will be made available to you the first business day after the day of deposit in most cases.
  - There are some reasons that you may have delayed availability such as a history of repeated overdrafts, or checks totaling more than \$5,000 deposited on the same day (a complete list of these reasons is available in the Rules and Regulations). In such cases, you will receive full availability by the seventh business day after the day of deposit. If your account has been open 30 days or less, however, you may not receive full availability until the ninth business day after the day of deposit.
  - If the check is not approved, the amount (up to \$100 for consumer customers and up to \$200 for business customers) that was made available to you will be removed from your account and you will be notified that we could not accept your deposit. Notifications of delayed availability or disapproval of the deposit may not be available to you via the Mobile App and instead may come via the mail or other acceptable means.
  - **There is additional information relating to availability in the Rules and Regulations.** You can get a copy at a banking center or by calling 1-800-972-3030.
- 7. 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.
- 8. 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](http://www.53.com).
- 9. 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.
- 10. 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.
- 11. 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.

**12. 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.

**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.

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