

investigate your complaint or question. If we decide to do this, we will re-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. We will ask you to put your complaint or question in writing, and if we do not receive it within ten (10) days, we may not re-credit your Account.

If notice of an error involves an electronic fund transfer resulting from a point-of-sale debit card transaction, the applicable time periods shall be ten (10) business days and ninety (90) calendar days.

For the first thirty (30) days after your Account is opened and in which a notice of error is received, the applicable time periods shall be twenty (20) business days and ninety (90) calendar days. We will tell you the results within three (3) business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

23. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

a) Receipts at Electronic Terminals. You can get a receipt at the time you make any transfer greater than \$15 to or from the Account using one of our ATMs or any other access terminal.

b) Preauthorized Credits. If you arrange to have direct deposits made to the Account at least once every sixty (60) days from the same person or company, you can call us at the Fifth Third Banking Center where the Account is located or at 1-800-972-3030 to find out whether or not the deposit has been made.

c) Periodic Statements. You will get a monthly Account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly, unless the Account is dormant, in which case you will receive a statement only once a year.

24. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an Electronic 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 Account (plus your savings or credit account if you have a checking account with the Overdraft Protection feature). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN 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 PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or that were not authorized by you, including those by Card, PIN, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Account without permission, contact us at the appropriate address or telephone number listed under the "Error Resolution" section of this document.

Under certain circumstances, your liability for unauthorized use may be zero. Under MasterCard's Zero Liability Protection, you will have no liability for "unauthorized purchases" made using your Fifth Third Bank issued MasterCard or Debit MasterCard card. Zero Liability applies to purchases made in the store, over the telephone, or online. As a cardholder, you will not be held responsible in the event of unauthorized purchases provided that the following conditions are met:

1. The Account must be in good standing;
2. You must have exercised reasonable care in safeguarding your Card from any unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your card and you received no benefit from the "unauthorized" purchase;
3. You have not reported two or more unauthorized events in the past 12 months.

Zero Liability does not apply to MasterCard or Debit MasterCard cards: (i) issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses as listed on www.mastercardbusiness.com; or (ii) issued or sold "anonymously" (for example, a prepaid card such as store or gift cards), until such time as the identity of the cardholder has been registered with the financial institution that issued the card; or (iii) if a PIN is used for the unauthorized purchase. Visit MasterCard's Zero Liability link at www.mastercard.com/zeroliability. Contact Fifth Third Bank for additional consumer protections available under Federal Regulations to dispute transactions. Zero Liability Protection is provided for Fifth Third cardholders under contract with MasterCard®, a third-party provider. Certain terms, conditions, and exclusions apply.

Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa®, or certain commercial card transactions.

Consult www.visa.com/security for additional details.

25. BUSINESS DAYS

Our business days are Monday through Friday, except Federal Reserve Bank holidays, on which we are closed.

26. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Account Agreement with you, we will be liable for all losses not to exceed the amount of the transfer. However, there are exceptions. We will not be liable, for instance:

- a) If, through no fault of ours, you do not have enough money in the Account to complete the transfer.
- b) If the transfer would go over your credit limit on your line of credit account.
- c) If the Fifth Third ATM or other ATM where you are making the transfer does not have enough cash.
- d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e) If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
- f) If the Jeanie®, Pulse®, Plus® System, or Visa® terminal or other access terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- g) If Fifth Third Internet Banking was 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.
- h) If there is an allegation of fraudulent activity concerning the Account.
- i) If other rules, regulations, or agreements of the Bank so provide.

27. REWARDS PROGRAM TERMS AND CONDITIONS

The terms and conditions of the Fifth Third Rewards Program are available at www.FifthThirdRewards.com.

28. FEE SCHEDULE

Card Replacement Fee	\$1.00
ATM Mini Statement	\$1.50
International POS/ATM Transaction Fee	3% of the transaction amount
Currency Conversion Fee20% of the transaction amount
International ATM Withdrawal	\$5.00
Non-Fifth Third ATM Transaction	\$2.00 per transaction

The following fees are applicable only to the associated card(s):

Monthly World Debit™ Fee*	\$3.95
Annual Specialty Card Design Fee (i.e., vacation, patriotic)**	\$5.00
Annual Affinity Card Design Fee (i.e., sports affiliates, zoo cards, special organizations, etc.)***	\$10.00
(Excludes Cincinnati Bengals and Nashville Predators)	
Annual Stand Up To Cancer® Affinity Card Fee***	\$10.00

*Monthly service charge of \$3.95; fee is waived for Preferred Checking Customers.

**First annual fee is assessed at card opening and then on the open anniversary date, thereafter.

†Annual fee will be waived for Private Bank, PCA, Preferred, Enhanced and Established Checking Account Customers. Excludes the Stand Up To Cancer Debit Card.

‡The Annual fee for the Stand Up To Cancer Debit Card cannot be waived. Stand Up To Cancer will receive, from Fifth Third Bank, the \$10 annual fee associated with the Stand Up To Cancer Debit Card. In addition, Stand Up To Cancer will receive, from Fifth Third Bank, \$0.005 per net retail purchase made with the Stand Up To Cancer Debit Card.



MasterCard and World Debit MasterCard are registered trademarks of MasterCard International Incorporated.

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp. Member FDIC. Equal Housing Lender.

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FIFTH THIRD BANK DEBIT CARD DISCLOSURE AND CARD AGREEMENT



CARD AGREEMENT

This Card Agreement states the terms and conditions governing any Card issued by the Bank under the laws of the United States and the State of Ohio. The initial use, signing, or other acceptance of the Card by you, any other person to whom a Card has been issued on your behalf, or by any other person you authorize or permit to use the Card constitutes acceptance of the following terms and conditions. Unless otherwise specified, the words **you, your and yours** mean the Account holder (which includes any joint Account holder) and anyone who uses the Card with your permission. The words **we, our, us, Fifth Third and Bank** mean Fifth Third Bank and its successors and assigns.

DEFINITIONS

Account: The Fifth Third individual or joint checking account to which a Card is linked.

Account Agreement: The "Rules and Regulations Applicable to All Fifth Third Accounts and Cards" that govern the Account, as amended from time to time.

ACH: The automated clearing house used by the Bank.

ATM: Automated teller machine.

Card: One or more debit cards or any other access device issued or approved by us for use in conjunction with an ATM, banking terminal, electronic funds transfer device, Internet access product, line of credit account or any Fifth Third debit program.

Card Agreement: This Fifth Third Bank Debit Card Disclosure and Card Agreement.

Electronic Banking: Services that allow you to access the Account using ATMs, telephones and other devices to make deposits, transfers or withdrawals to or from the Account.

Electronic Transfer: Any electronic banking transaction, including deposits or withdrawals accomplished electronically, as well as all transfers resulting from Card transactions, even if an electronic terminal is not involved at the time of the transaction.

Fifth Third Internet Banking: A service that allows you to access the Account using any personal computer via the Internet.

Foreign Transaction: A transaction that occurs or is submitted to us from outside the United States or in a foreign country.

MasterCard®: MasterCard Inc.

PIN: Personal identification number.

Ready Reserve: A service whereby you may link the Account to a Fifth Third credit card account to cover overdrafts on the Account.

Service: A telephone banking, Internet access product or point-of-sale service.

User: You and any other person you authorize or permit to use the Card.

Visa®: Visa Inc.

1. YOU ASSUME RESPONSIBILITY

You assume responsibility for all transactions arising from authorized use of the Card by any User, whether such use is with an ATM, banking terminal, electronic funds transfer device, any debit program or any other means of access. If you have authorized another person to use the Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds to or from the Account, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the User and contacting us to inform us that the User is no longer authorized. Use of the Card via PIN with an ATM allows the User access to all associated accounts, including savings accounts and credit products.

2. YOU AGREE TO PAY

You agree to pay us on demand for all purchases made, services rendered, and cash advances made by or to any User of the Card. Cancellation of a Card or termination of the Account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the Account through the effective time of the cancellation or termination. This liability will be joint and several.

3. CANCELLATION AND TERMINATION

You may surrender the Cards (only by surrendering all Cards issued on the Account) and terminate this Card Agreement. However, this Card Agreement shall remain in effect for purchases made, services rendered and cash advances made by or to any User of the Card. We may cancel the Card at any time without notice. If we do so, all Users will surrender the Cards immediately upon our request or the request of our agent. We reserve the right to refuse or terminate your use of the Card in our sole discretion at any time.

4. WAIVER

Except as may be prohibited by law or regulation, you hereby waive as against us all claims, defenses, rights and offsets you or any User now or hereafter may have against any merchant or other payee for merchandise or for services acquired by use of the Card or through any Electronic Banking product.

5. LIMITATIONS

We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by Users of the Card, notwithstanding the amount in the Account, and terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice, unless required by law or regulation.

6. ACCOUNT AGREEMENTS

All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of the Account Agreement and other contractual relationships with us and all of our applicable rules and regulations, as amended from time to time. Please consult those documents for more information about the terms and conditions of the Account, including, without limitation, overdraft fees.

7. YOUR RESPONSIBILITY FOR USERS

You are solely responsible for selecting Users. You must require each User to comply with the terms and conditions of this Card Agreement, and you are responsible for the failure of any User to so comply. You acknowledge and agree that you are responsible for retrieving the Cards if you revoke a User's authority to use a Card. Except as otherwise limited in this Card Agreement, you will remain responsible for all Card transactions.

8. FEES

You agree to pay all fees we charge in connection with the Electronic Banking services you obtain. We reserve the right to institute a standard charge or charges for the issuance, reissuance, or use of a Card or for the reinstatement of any Card privileges that have been suspended, as well as an annual fee and per-item fee for each transaction, and you agree to pay such charges and fees.

9. AMENDMENTS

We reserve the right to amend and modify this Card Agreement. You agree that we may, in our sole discretion, subject to applicable law, amend any of the terms and conditions of this Card Agreement. Any amendment or modification shall become effective on the date specified therein.

10. FRAUD

Use of a Card after notice of its cancellation is fraudulent and will subject you or any User of the Card to legal proceedings.

11. ELECTRONIC BANKING DISCLOSURES

All Electronic Banking disclosures set forth in the Account Agreement are incorporated herein by reference as though rewritten in this Card Agreement, and you agree to all such Electronic Banking disclosures.

12. LOST OR STOLEN CARD

You agree to promptly notify us in the event any Card is lost or stolen, or you suspect any other unauthorized use of any Card. **IN NO EVENT SHALL YOU WRITE YOUR PIN ON THE CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL KEPT WITH THE CARD.** See the section below entitled "Consumer Liability for Unauthorized Transfers."

13. USE OF CARD IN CONNECTION WITH A CHECK THAT WILL BE DISHONORED

You shall not use the Card for any purpose that aids the negotiation of a check that you know will be dishonored when presented for payment. You agree that if we purchase any check drawn or endorsed by you and verified by use of the Card, or duly endorsed or assigned to us by the payee or endorsee of such a check, and the check is thereafter dishonored, you will pay the amount of the check to us upon demand. If you refuse to pay the amount of the check to us upon demand, we may deduct the amount from any account you have with us, including charging a cash advance to your line of credit account with us.

14. FOREIGN CURRENCY TRANSACTIONS

We will assess an international transaction fee equal to 3% of the U.S. dollar amount of each foreign transaction. The international transaction fee is in addition to the currency conversion fee assessed by MasterCard®. If a transaction is made in a foreign currency, MasterCard will convert the transaction into a U.S. dollar amount and assess a currency conversion fee equal to .20% of the transaction total. MasterCard will act in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, MasterCard regulations and procedures provide that the currency conversion rate is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

15. USE OF CARD FOR A SERVICE

If you use the Card for a Bank-approved Service, and we approve such use of the Card, you agree to the transfer of money in the Account to the accounts of third parties you designate. Such transfer will be made upon your instructions by use of a telephone or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) business days) for a third party to receive the payment.

You agree that we will not be responsible for any delays caused by mail service or any third party. In no case will we be liable for any interest or late payment charges assessed by a third party or termination of service caused by a delay in a third party's receiving or processing a payment. You agree to notify us of any change in your address or account with a third party, including change of account number.

16. GOVERNING LAW

The laws of the United States and the laws of Ohio govern this Card Agreement regardless of your or any User's place of residence.

17. CARD TRANSACTIONS

The following additional terms and conditions apply to Card transactions:

a) Use of the Card authorizes us to directly debit or credit the Account for the amount of a Card transaction shown on the sales draft, receipt or other record of the transaction, regardless of whether you select the debit or credit option for the transaction, and to handle debit drafts in the same manner as we handle checks on the Account.

b) You agree to pay the Card transaction fees in effect for the Account. We reserve the right to impose an annual fee upon notification to the Account holder.

c) In consideration of the use of the Card, you agree that any sales drafts or withdrawal vouchers originated by use of the Card shall not be deemed to be items on which stop-payment orders may be issued.

d) This Card Agreement as it relates to use of the Card shall act as a contractual modification of the Uniform Commercial Code of the applicable state(s), to the extent permitted by such code.

e) If you have Ready Reserve privileges or any other Bank line of credit arrangement, the terms and conditions of the Ready Reserve or other arrangement will be controlling with respect to overdrafts of the Account regardless of whether they result from the use of checks, Ready Reserve transactions, cash advances or the Card.

18. WORLD DEBIT™ MONTHLY FEE

The World Debit™ Card has a monthly fee, except for Preferred Checking customers. The amount of the monthly fee is disclosed in the section below entitled "Fee Schedule." This fee is assessed for the use of the Account and associated services and will be identified as a World Debit™ Monthly Fee on the Account statement. The fee will first appear in the second billing cycle after the Account is opened and monthly thereafter.

19. ATM TRANSACTION CHARGES

Your Account or any credit card, loan, or line of credit account that you are accessing may be subject to charges when using an ATM that does not display the Fifth Third logo. Also, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

20. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You or any User may use the Card and PIN to:

a) Withdraw cash from the Account;

b) Receive a cash advance on your line of credit account;

c) Make deposits to the Account (note: Pulse® ATMs will not accept deposits greater than \$50,000. We reserve the right to reject deposits in excess of \$50,000 at any ATM displaying the Jeanie® logo);

d) Transfer available funds between your checking, savings, Visa®, MasterCard® or line of credit accounts;

e) Pay bills directly from your Account to parties that have been notified and have agreed to accept your payments, provided that you make these payments in accordance with the procedures set forth by us;

f) Pay for purchases at places that have agreed to accept the Card; or

g) Withdraw available funds from your savings, Visa®, MasterCard® or line of credit accounts.

Some of these services may not be available at all terminals. In addition, we will accept preauthorized transfers from the Account in accordance with procedures set forth by us.

21. TRANSFER LIMITATIONS

The following limitations apply to Electronic Transfers:

a) Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.

b) The immediate use of deposited funds is restricted by the Account Agreement.

c) Cash withdrawals from Fifth Third Bank ATMs or other ATMs may be made only from individual or joint personal accounts and from no other accounts.

d) SAVINGS ACCOUNT TRANSACTION POLICIES

Unlimited Transactions:

- You may make an unlimited number of payments from your savings account(s) to your Fifth Third installment, mortgage or credit card accounts.

- Withdrawals/transfers made in person or at an ATM are unlimited.

Transfer/Withdrawal Restrictions:

- You are limited to six of the following transactions from your savings accounts each month.

- Preauthorized or automatic withdrawals/transfers include, but are not limited to:

- Automatic transfers from your savings account to cover an overdraft.
- Internet Banking – transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at Fifth Third.
- Preauthorized ACH or Electronic Transfers.
- Fifth Third Telephone Banking or any money management payment from your savings account.
- Point-of-sale transactions with a debit card.
- Checks or drafts payable to third parties.

e) Notification of Excessive Transfers:

- We will send you notice after the first and second month of excessive withdrawals or transfers. After three instances of exceeding the allowable number of withdrawals or transfers, your savings account may be closed and funds placed in a checking account, or you may be offered other options to eliminate future excessive transfers, including but not limited to, removal of the savings account's transfer and draft capabilities.

f) For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATMs or other ATMs.

g) There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.

h) Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

i) No deposits or withdrawals may be made on a dormant account through Fifth Third ATMs or other ATMs.

j) For security reasons, there may be other limits on the number and amount of transactions you can make using Fifth Third Bank ATMs or other ATM terminal systems.

DAILY LIMITS:

k) The Card carries daily limits on the dollar amount of purchases and ATM withdrawals you can make. Daily limits are assigned for your protection. To find more information on your daily limit or to lower your specific limit, please contact Customer Service at 1-800-972-3030 or visit your local Fifth Third Banking Center. The standard daily purchase and cash limits are printed on the materials that come with the Card.

l) We may adjust these daily limitations on cash withdrawals and purchases from time to time and subject to applicable law, based on periodic risk assessments or upon request. Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in the notice.

22. ERROR RESOLUTION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact us at the following address or phone number as soon as you can.

Error Resolution – PIN & ACH Transactions

Phone: (513) 358-5353 or 1-800-972-3030

Write: Customer Service Department

Madisonville Operations Center

MD 1MOCBK

Cincinnati, OH 45263

Error Resolution – Signature Transactions

Phone: (513) 358-5353 or 1-800-972-3030

Write: Customer Service Department

Madisonville Operations Center

MD 1MOC2G

Cincinnati, OH 45263

To Report a Lost or Stolen Card or PIN or Other Unauthorized Use

Phone: (513) 358-5353 or 1-800-972-3030

Write: Card Fraud Services Department

Madisonville Operations Center

MD 1MOCBK

Cincinnati, OH 45263

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

a) Tell us your name and Account number.

b) Describe the error of the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

c) Tell us the dollar amount of the suspected error.

If you tell us orally, we will 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