



AMENDMENT TO FIFTH THIRD EARLY ACCESS TERMS & CONDITIONS
Important Changes to Fifth Third Early Access Terms & Conditions

Effective on and after January 1, 2015, the following changes apply to the Fifth Third Early Access Terms & Conditions:

1. The transaction fee for Fifth Third Early Access will reduce from 10% of the amount of an Advance to 3% of the amount of an Advance.

- Accordingly, the TRANSACTION FEE Section on the fifth page of the Fifth Third Early Access Terms & Conditions is amended to delete the former section and instead provide:

TRANSACTION FEE

A transaction fee of 3% of the Advance amount will be assessed for each Early Access Advance that you take. So the transaction fee is \$0.03 for each \$1 that you Advance. The transaction fee is the same regardless of how long the Advance remains outstanding. The minimum Advance amount allowed is \$1. The following chart shows example transaction fees:

Advance Amount	Transaction Fee
\$25.00	\$0.75
\$100.00	\$3.00
\$200.00	\$6.00
\$500.00	\$15.00
\$800.00	\$24.00
\$1,000.00	\$30.00

- Additionally, the disclosure box on the second page of the Fifth Third Early Access Terms & Conditions is deleted and replaced with the following:

TRANSACTION FEES	
Cash Advance (minimum Advance is \$1.00)	3% of the amount of each Cash Advance

- On the sixth page, the second sentence in the second paragraph in the “WARNING: Automatic Repayment - No Direct Deposit to Cover” subsection is deleted and replaced with the following (note, this amendment also takes into consideration the change to the repayment period discussed next):

For example, if you Advance \$150 on January 1 and receive a direct deposit on January 20th in the amount of \$100, the amount of \$54.50 (\$150 Advance + \$4.50 transaction fee - \$100 direct deposit) will automatically be deducted from your Associated Checking Account on or about February 15th if the January 1st Advance balance is still outstanding.

2. The repayment deadline for each Advance will be increased from 35 days to 45 days.

- Thus, in Sections, AUTOMATIC REPAYMENT, WARNING: AUTOMATIC REPAYMENT – NO DIRECT DEPOSIT TO COVER AND MANUAL REPAYMENT on the fifth and sixth pages of the Early Access Terms & Conditions and the Advance authorization form on page 8, references to “35” or “35th” are deleted and replaced with “45” or “45th,” respectively.

3. The number of months you may Advance your maximum credit limit before the 30-day cooling-off period applies will decrease from six months to three months.

- Thus, Section COOLING-OFF PERIOD DUE TO CONTINUOUS USAGE on the fifth page of the Early Access Terms & Conditions is deleted and replaced with:

If you Advance the maximum Credit Limit for three consecutive months, you will be ineligible to Advance any funds from Fifth Third Early Access for 30 days. At the expiration of this period, your Credit Limit will be recalculated based on the three previous months’ Eligible Direct Deposits into your Associated Checking Account.

- Additionally, the “Exceeds Maximum Use” subsection in the CONTINUING ELIGIBILITY Section on the third page of the Early Access Terms & Conditions is deleted and replaced with:

Exceeds Maximum Use – If for three consecutive months you obtain Advance(s) up to the amount of your Credit Limit, you will be ineligible for an Advance for 30 days following the third month.

For example, if you advanced your maximum Credit Limit in October, November and December of 2014, as of January 1, 2015, you will be ineligible for an Advance for 30 days.

All other terms within the Fifth Third Early Access Terms & Conditions remain unchanged.



Review the Early Access Terms & Conditions, including Fee information, and the Frequently Asked Questions for complete details.

<p>Getting Started</p>	<ul style="list-style-type: none"> • A line of credit used to assist our customers with short-term, financial emergencies or unexpected financial needs • An expensive form of credit. We may be able to offer other options that are less expensive and more appropriate for your needs. If you would like more information about other possible options, please visit a Fifth Third Banking Center, call us at 1-800-972-3030, or visit www.53.com
<p>The Basics</p>	<ul style="list-style-type: none"> • Must be a resident of OH, KY, TN, MI, IL, FL, IN, or MO • Minimum Advance amount is \$1 • May only use the maximum credit line available for 6 consecutive months (or 3 consecutive months as of January 1, 2015) • Must be an existing Fifth Third Bank customer in “good standing” • Direct deposit requirements: Have at least one direct deposit of \$100 or more in the past 35 days and at least one direct deposit of \$100 or more in two of the last four months (“Eligible Direct Deposits”) • Eligible Direct Deposits over the most recent three month period must average \$100 or more • If there are no Eligible Direct Deposits into the Associated Checking Account for more than 35 days, the account will NOT have a credit line and you will not be eligible for an Advance • Direct deposits may be recurring, such as payroll, or could be a one-time deposit, such as an income tax refund
<p>Disallowed Accounts</p>	<ul style="list-style-type: none"> • A student checking account (Fifth Third Essential Checking with student discount) • Accounts owned by minors • May not be a primary owner on more than one Associated Checking Account with Early Access • Accounts titled as non-individual, such as trust, conservatorship/guardianship, custodial and representative payee accounts • Accounts subject to legal process, such as a garnishment or levy, and accounts in a current bankruptcy proceeding • Accounts in the charge-off process
<p>Credit Limit</p>	<ul style="list-style-type: none"> • For Eligible Direct Deposit three-month averages of \$2,000 or more, the maximum Credit Limit is \$1,000 • For Eligible Direct Deposit three-month averages of less than \$2,000 and greater than \$1,400, the maximum Credit Limit is \$750 • For Eligible Direct Deposit three-month averages of \$1,400 and less, then the maximum is 50% of those deposits. For example, if the Eligible Direct Deposit three-month average is \$1,000; the maximum line would be \$500 • If your available credit line is less than the amount necessary to bring your Associated Checking Account balance to at least a zero balance, you will not be eligible for an additional Advance at that time • The Credit Limit may increase/decrease as the amounts of the Eligible Direct Deposits increase/decrease
<p>Fees</p>	<p>The transaction fee is \$1 for every \$10 advanced, or \$0.30 for every \$10 advanced as of January 1, 2015.</p>
<p>Repayment Method</p>	<ul style="list-style-type: none"> • Automatic repayment from your <u>NEXT</u> direct deposit(s) of \$100 or more, but no later than 35 days, <u>or 45 days as of January 1, 2015</u>, from the date of the Advance • If sufficient direct deposit(s) of \$100 or greater do not occur within 35 days, <u>or 45 days as of January 1, 2015</u>, from the date of the Advance, then the Associated Checking Account will be debited for the outstanding Advance balance
<p>Continued Eligibility Rules</p>	<p>Eligibility will be negatively impacted if:</p> <ul style="list-style-type: none"> • You make Advances up to your Credit Limit for 6 consecutive months <u>(or 3 consecutive months as of Jan.1, 2015)</u> • The Associated Checking Account is continuously overdrawn for 10 consecutive days • Automatic repayment causes the Associated Checking Account to be overdrawn • The Associated Checking Account has 20 or more overdraft protection transfers or is overdrawn on 20 or more occurrences in the current month plus one previous calendar month • The Associated Checking Account is continuously overdrawn for more than 15 consecutive days • Your Credit Limit is less than the amount necessary to bring your Associated Checking Account to a zero balance • You move to a state in which Early Access is not offered • No Eligible Direct Deposits occur for more than 35 days • The Associated Checking Account is subject to legal process, charge-off process or bankruptcy • The Associated Checking Account changes to an ineligible account type



FIFTH THIRD BANK
Fifth Third Early Access

Terms & Conditions

Fifth Third Early Access is an open-end line of credit provided by Fifth Third Bank. This document provides the general terms and conditions that apply to your Fifth Third Early Access. Additional terms and disclosures may be provided to you separately, including the Rules and Regulations governing your Associated Checking Account (defined below), which together with these Terms and Conditions, form the Fifth Third Early Access Agreement (“Agreement”) between you and us. Please read these Terms and Conditions carefully and contact us with any questions. By using Fifth Third Early Access, you agree to the terms of this Agreement.

TRANSACTION FEES

Cash Advance (<i>minimum Advance is \$1.00</i>)	10% of the amount of each Cash Advance
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YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

Billing Rights Summary: If you have a question or think there is an error concerning an Early Access transaction, write to us at Fifth Third Bank, P.O. Box 630900, Cincinnati OH, 45263-0900, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 1-800-972-3030, but doing so will not preserve your rights.

In your letter, give us the following information: (1) Your name and account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

You have authorized us to pay your Fifth Third Early Access balance automatically from your Associated Checking Account, and you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including transaction fees, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any transaction fees related to any questioned amount. If we didn't make a mistake, you may have to pay transaction fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. When the matter is resolved, we must tell anyone we report you to that it has been settled. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.



DEFINITIONS

- “You” and “your” mean the borrower(s). If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the Associated Checking Account records. You confirm that such checking account information is accurate, and you promise to keep it so.
- “We,” “us,” and “our” mean Fifth Third Bank.
- “Associated Checking Account” is the consumer checking account to which Fifth Third Early Access is attached and into which you receive direct deposits that meet the eligibility criteria specified in this Agreement.
- “Advance” means each transaction in which you access credit from Fifth Third Early Access.
- “Credit Limit” is the amount of credit available to you when using Fifth Third Early Access.
- “Eligible Direct Deposits” are direct deposits into your Associated Checking Account of \$100 or more in two of the previous four consecutive, calendar months, one of which must have been received within the past 35 calendar days.
- “Direct Deposit” may be a recurring transaction such as payroll OR could be a one-time deposit such as an income tax refund.

ELIGIBILITY

You will only be eligible to enroll and take an Advance from your Fifth Third Early Access if you meet the following eligibility criteria:

- You must have a Fifth Third Bank checking deposit account that has been open for the past 90 (ninety) days and is in good standing, which does **NOT** include any of the following:
 - A student checking account (Fifth Third Essential Checking with student discount).
 - Accounts owned by minors.
 - Accounts titled as non-individual, such as trust, conservatorship/guardianship, custodial and representative payee accounts.
 - Accounts subject to legal process, such as a garnishment or levy, and accounts in a current bankruptcy proceeding.
 - Accounts in the charge-off process.
- You must be a resident of OH, KY, TN, MI, IL, FL, IN, or MO to be eligible for Fifth Third Early Access.
- Direct Deposit Requirements:
 - The Associated Checking Account must have received at least one direct deposit of \$100 or more in two of the previous four consecutive, calendar months, one of which must have been received within the past 35 calendar days.
 - Note that for purposes of Fifth Third Early Access, direct deposits **may be recurring, such as payroll, OR could be a one-time deposit, such as an income tax refund.**
- You can only be the primary owner on one Fifth Third Early Access Credit Line.

CONTINUING ELIGIBILITY

After you have become eligible, your access to the Fifth Third Early Access may be restricted. If any of the following events occur (or you fail to continue to satisfy the eligibility criteria specified above), you may lose your ability to borrow funds using Fifth Third Early Access.

- **Exceeds Maximum Use** - If for six consecutive months you obtain Advance(s) up to the amount of your Credit Limit, you will be ineligible for an Advance for 30 days following the sixth month.
- **Eligible Direct Deposits** – If your Eligible Direct Deposits average over the most recent three-month period falls below \$100 you will not have a Credit Line until the average is \$100 or more during that period.
- **Overdraft Restrictions:**
 - If your Associated Checking Account is continuously overdrawn for 10 consecutive days you will not be eligible for an Advance for 60 days commencing on the 10th consecutive day your Associated Checking Account is overdrawn.
 - If an automatic repayment causes your Associated Checking Account to become overdrawn, you will not be eligible for an Advance for a minimum of 60 days.
 - If your Associated Checking Account has 20 or more overdraft protection transfers or is overdrawn on 20 or more occurrences in the current month plus one previous calendar month, you will not be eligible for an Advance for 60 days commencing after the 20th overdraft occurrence.
 - If your Associated Checking Account is in continuous overdraft status for more than 15 consecutive days, you will be in default of this Agreement, and we may close your Fifth Third Early Access feature. The amount of the outstanding Fifth Third Early Access balance and transaction fee will be added to the overdraft balance that you will be obligated to pay.
 - If your available credit is less than the amount necessary to bring your Associated Checking Account balance to at least a zero balance, you will not be eligible for an additional Advance at that time.



- **Residency** - If you move to a state in which Fifth Third Early Access is not offered, you will not be eligible for an Advance.
- **Direct Deposit Stops**- If there are no Eligible Direct Deposits into the account for more than 35 days, then the account will NOT have a credit line and will not be eligible for an Advance. If Eligible Direct Deposits are resumed, then the Fifth Third Early Access feature will become active based on Eligible Direct Deposits received in at least two of the previous four calendar months. Remember, direct deposits may be recurring direct deposits, such as payroll, or a one-time direct deposit, such as an income tax refund.
- **Account Status:**
 - If you are in default of this Agreement, you will not be eligible for Advances.
 - If your Associated Checking Account is subject to legal process, such as a garnishment or levy, or is included in a current bankruptcy proceeding, you will not be eligible for an Advance.
 - If your Associated Checking Account is in the charge-off process, you will not be eligible for an Advance.
 - If your Associated Checking Account changes to an ineligible account ownership type, you will not be eligible for an Advance.

FIFTH THIRD EARLY ACCESS AVAILABILITY

Fifth Third Early Access will become effective when this Agreement is signed by you and you comply with the criteria and the terms and conditions of this Agreement. **For joint account holders**, either account holder may utilize Fifth Third Early Access. If one or the other account holder wishes to make the account unavailable for Fifth Third Early Access, he or she may visit any Fifth Third Bank Banking Center or call us at 1-800-972-3030. If a joint holder makes Fifth Third Early Access unavailable, both joint holders must reactivate Fifth Third Early Access by visiting any Fifth Third Bank Banking Center.

ADVANCES

You may request an Advance via Internet Banking at www.53.com by calling our automated customer service line at 1-800-972-3030 and at any Fifth Third Bank Banking Center located in OH, KY, TN, MI, IL, FL, IN, or MO ("Eligible States"). Each Advance is deposited into your Associated Checking Account. If the Associated Checking Account has a negative available balance, the Advance will first be used to bring the available balance positive prior to any amount being available for withdrawal. Advances may be made in any amount up to your available Credit Limit, with a minimum Advance amount of \$1.00. You may make Advances as often as you like; however, your total outstanding Advances may not exceed your Credit Limit.

For example, if your Associated Checking Account has a negative available balance of \$42.55, your minimum Advance amount must be \$43.00 to remove the negative balance in your Associated Checking Account. You may request multiple Advances up to your Credit Limit.

Cut-off time information: If you find yourself in a situation where the funds in your Associated Checking Account may be insufficient to cover checks or other items that will post to your deposit account, you may Advance on Fifth Third Early Access to avoid the overdraft. In order for an Advance to cover an overdraft item, the Advance must be completed before the item posts to your account and before the applicable cut-off time. The cut-off for Advances processed through Internet Banking or our automated customer service line is 9:00 PM Eastern Time. The cut-off time for Advances processed at a Fifth Third Bank Banking Center is the earlier of the Banking Center closing time or 9:00 PM Eastern Time.

CREDIT LIMIT

Your Credit Limit is equal to 50% of your average total monthly Eligible Direct Deposits over the most recent three month period, subject to the limits below, and adjusts at the end of each calendar month based on the new average. The minimum Credit Limit amount is \$50 and the maximum Credit Limit amount is \$1,000.

- If the Eligible Direct Deposit three-month average is \$2,000 or more, the maximum Credit Limit is \$1,000.
- If the Eligible Direct Deposit three-month average is less than \$2,000 and greater than \$1,400, the maximum Credit Limit is \$750.
- For Eligible Direct Deposit three-month averages of \$1,400 and less, then the maximum is 50% of those deposits. For example, if the Eligible Direct Deposit three-month average is \$1,000, then the maximum line would be \$500.

The Credit Limit is always rounded up to the next \$50 increment. For example, if your Credit Limit calculation equals \$513, then the Credit Limit would be set at \$550.



Eligible Direct Deposits over the most recent three month period must average \$100 or more to establish a Credit Limit. Only direct deposits of \$100 or more are considered Eligible Direct Deposits. If your Eligible Direct Deposit three-month average decreases, your Credit Limit may also decrease. Direct Deposits may be recurring, such as payroll, or could be a one-time deposit, such as an income tax refund.

The Bank reserves the right, at any time and upon notice when required by applicable law, to modify your Credit Limit, including reducing the Credit Limit to \$0, based on your use of Fifth Third Early Access, your handling of the funds in your Associated Checking Account and other factors, at the Bank's sole discretion. You may review your Credit Limit on your monthly Associated Checking Account statement.

The following chart summarizes the calculation of Credit Limits based upon the three-month average of Eligible Direct Deposits.

Eligible Direct Deposits three-month average	Credit Limit
\$99 or less	Not eligible for Early Access
\$100	\$50
\$101 to \$200	\$100
\$201 to \$300	\$150
\$301 to \$400	\$200
\$401 to \$500	\$250
\$501 to \$600	\$300
\$601 to \$700	\$350
\$701 to \$800	\$400

Eligible Direct Deposits three-month average	Credit Limit
\$801 to \$900	\$450
\$901 to \$1,000	\$500
\$1,001 to \$1,100	\$550
\$1,101 to \$1,200	\$600
\$1,201 to \$1,300	\$650
\$1,301 to \$1,400	\$700
\$1,401 to \$1,999	\$750
\$2,000 and over	\$1,000

COOLING-OFF PERIOD DUE TO CONTINUOUS USAGE

If you Advance the maximum Credit Limit for 6 consecutive months, you will be ineligible to Advance any funds from Fifth Third Early Access for 30 days. At the expiration of this period, your Credit Limit will be recalculated based on the 3 previous months' Eligible Direct Deposits into your Associated Checking Account.

TRANSACTION FEE

A 10% transaction fee will be assessed for each Advance processed through your Fifth Third Early Access account feature. The minimum Advance amount is \$1; the transaction fee is \$1 for each \$10 that you advance.

Sample Transaction Fee Calculation:

Advance Amount	Transaction Fee
\$10.00	\$1.00
\$75.00	\$7.50
\$100.00	\$10.00
\$325.00	\$32.50
\$800.00	\$80.00
\$1,000.00	\$100.00

AUTOMATIC REPAYMENT

Advances and related transaction fees are automatically repaid from your NEXT direct deposit(s) of \$100 or more, but no later than 35 days from the date of the Advance. If sufficient direct deposit(s) of \$100 or greater do not occur within 35 days from the date of the Advance and a balance remains, then the Associated Checking Account will be debited for the outstanding Advance balance. Any automatic repayment of your Advance reduces the amount that would otherwise be available to you in your Associated Checking Account for other bills and expenses.

Important Note about Direct Deposits: Direct Deposits may be recurring, such as payroll, or could be a one-time deposit, such as an income tax refund. Any direct deposit amount of \$100 or more that is electronically deposited directly into your Associated Checking Account (not through transfer between accounts or ATM deposits), regardless of the payment sources, will be eligible to be used as repayment of Advances and related transaction fees at the time of the deposit.



WARNING: Automatic Repayment – No Direct Deposit to Cover

If the funds from your direct deposit are not sufficient to cover your outstanding balance, the Bank will deduct as much of the balance as possible from that direct deposit at that time, resulting in an unpaid Fifth Third Early Access balance. If each Advance balance is not paid in full by the 35th day after the Advance was made, you authorize the Bank to automatically deduct this outstanding Advance balance and transaction fees from the funds in the Associated Checking Account (“automatic repayment”).

If this “automatic repayment” overdraws your account or there are insufficient funds in your Associated Checking Account at that time, your account will become overdrawn when the outstanding Advance is repaid, and any other transactions posting to your account that day would be subject to overdraft or insufficient funds fees. For example, if you Advance \$150 on January 1st and \$100 on January 15th and receive a direct deposit on January 20th in the amount of \$100, the amount of \$65 (\$150 Advance + \$15 transaction fee – \$100 direct deposit) will automatically be deducted from your Associated Checking Account on or about February 5th if the January 1st Advance balance is still outstanding. If this “automatic payment” overdraws your account and Overdraft Protection has been linked to your Associated Checking Account, you could be subject to any Overdraft Protection fees related to the transfer that brings your account balance to zero in order to avoid overdraft or insufficient funds fees.

Manual Repayment

You may make a manual payment to your outstanding Fifth Third Early Access balance at any time online through Fifth Third Bank’s Internet Banking, by calling our automated customer service line, or at any Fifth Third Banking Center. Making a manual payment will not decrease the cost of the transaction fees for the Advances that you have made.

Manual payments may be an option if the direct deposit is not large enough to pay off an Advance prior to the 35th day an Advance is outstanding or to avoid automatic repayments from your Associated Checking Account at the payment due date.

APPLICATION OF PAYMENT

All Fifth Third Early Access payments will be applied first to any unpaid transaction fees and then to the unpaid principal balance. If the funds from your payment – whether from direct deposit, manual payment, or automatic payment at the due date – are not sufficient to repay the entire Advance and related transaction fees, then we will pay transaction fees first and then apply as much of the payment funds as available to the unpaid principal balance.

CLOSURE OF YOUR CHECKING ACCOUNT

If you close your Associated Checking Account and there is an Advance balance due, the Bank will automatically deduct the balance due from your closing checking account balance. If there are insufficient funds in the Associated Checking Account to cover the Advance at the time the account is closed, you will still be obligated to pay the Advance balance. In the event this occurs, the Bank may, in its sole discretion, refuse to close the Associated Checking Account until all amounts due under this Agreement and the Rules and Regulations governing the Associated Checking Account are paid.

STATEMENTS

Details of the Advances you made, transaction fees incurred, outstanding balances, payments and credits, and your Credit Limit will appear on your monthly Associated Checking Account statement.

DEFAULT AND REMEDIES

You will be in default of the Agreement if any of the following circumstances occur:

- You move to a state where Fifth Third does not offer Fifth Third Early Access.
- Your account is assigned to a banking center in a state where Fifth Third does not offer Fifth Third Early Access.
- You fail to meet the eligibility criteria specified in the ELIGIBILITY or CONTINUING ELIGIBILITY section of this Agreement.
- You violate any terms of your Associated Checking Account agreement.
- There has been fraud or material misrepresentation by you in connection with Fifth Third Early Access or the Associated Checking Account.
- You fail to meet the repayment terms of Fifth Third Early Access.
- Your actions or inactions have adversely affected our security interest in the Associated Checking Account.
- Your death.
- The Associated Checking Account is closed.



In the event you default under this Agreement, we have the following rights and remedies, in addition to any other rights and remedies we have by law. These rights are in addition to the actions we may take based on your failure to meet the eligibility requirements, including suspending your right to obtain Advances. Our rights are subject to any applicable notice and right to cure.

If you are in default (and subject to any applicable notice requirement and right to cure) we may:

- Require you to pay the entire unpaid balance of principal and transaction fees before the scheduled due date.
- Set off the debt against any account you have with us.
- Terminate or suspend your right to further advance under this Agreement.
- Pursue any other method permitted by law to collect a debt.

CHANGE IN TERMS

We reserve the right to change the terms of this Agreement at any time by providing notice to you of such changes. Such changes may apply to any outstanding Advances as well as to future Advances. By continuing to use Fifth Third Early Access or keeping your Associated Checking Account open, you are accepting the change in terms, or you may decline the change in terms by no longer using Fifth Third Early Access prior to the effective date of the change or by requesting that access to the feature be discontinued.

ELECTRONIC COMMUNICATIONS

If you enroll in Fifth Third Early Access electronically, all of the disclosures related to this line of credit may be provided electronically and you will be able to review them online. In addition to downloading and printing them, you may request a paper copy of the disclosures at no cost to you. In order to complete the online account enrollment process, you must consent to receive this information electronically. Your consent to receive this information electronically applies only to the disclosures you view online in connection with enrolling in this product feature. In addition, you must have the necessary software and equipment to review, download, print and retain the electronic disclosures. If you do not agree to the disclosures electronically, you may visit your nearest Fifth Third Banking Center to enroll in this product feature.

ALTERNATIVE FORMS OF CREDIT

Fifth Third Early Access is designed to fulfill a short-term funding need and not for use as a continuous source of funds for basic financial maintenance. Please contact us to discuss alternative credit services that may be less expensive and more suited to your individual financial needs. By requesting an Advance, you acknowledge and agree that you have had an opportunity to consider other credit products or services and understand Fifth Third Early Access to be an appropriate service based on your needs.

APPLICABLE LAW

You understand that we are a state-chartered bank located in Ohio. The law that will apply to this Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED CHECKING ACCOUNT

You acknowledge and agree that Fifth Third, for itself and as agent for any affiliate of Fifth Third Bancorp, is granted a security interest in and may, at any time, set off, against any balance in the Associated Checking Account, any debt owed to Fifth Third by any person having the right to make Advances using Fifth Third Early Access. A debt includes, but is not limited to, any unpaid Advance. This security interest is subordinate to any right of setoff we have against your Associated Checking Account.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Agreement, we have the option to terminate Fifth Third Early Access and make the entire outstanding balance immediately due and payable if:

- You are or become an executive officer of ours; and
- Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

“Federal law” includes regulations and interpretations of federal agencies. “Your indebtedness” includes any debts attributed to you by Federal law.

COSTS OF COLLECTION

You agree to pay the costs we incur to collect this debt in the event of your default as permitted by applicable laws. In the event we have to collect this note through your bankruptcy proceeding, voluntary or otherwise and without regard to your state of residence, these costs will include our reasonable attorney's fees and other related collection costs to the extent allowed by applicable law, for an attorney who is not our salaried employee, in the bankruptcy proceedings.

Please initial the following and sign below:

(____) I authorize Advances and related transaction fees to be automatically repaid from my NEXT direct deposit(s) of \$100 or more, but no later than 35 days from the date of the Advance. If sufficient direct deposit(s) of \$100 or greater do not occur within 35 days from the date of the Advance and a balance remains, then I authorize and understand that the Associated Checking Account will be debited for the outstanding Advance balance. (Note that any automatic repayment of your Advance reduces the amount that would otherwise be available to you in your Associated Checking Account for other bills and expenses. *Direct Deposits may be recurring, such as payroll, or could be a one-time deposit, such as an income tax refund.*

(____) I understand that the Associated Checking Account must have received at least one Eligible Direct Deposit of \$100 or more in two of previous four consecutive calendar months, one of which must have been received within the past 35 calendar days for Fifth Third Early Access feature to be active.

Account Number:

Name:

Address:

Date:

Signature: _____