

Please file this Supplement to the Enable Savings Plan Checking Investment Option Pricing & Services at a Glance with your records

**ENABLE SAVINGS PLAN  
CHECKING INVESTMENT OPTION PRICING & SERVICES AT A GLANCE  
SUPPLEMENT NUMBER ONE DATED DECEMBER 20, 2021**

This Supplement amends the Enable Savings Plan Checking Investment Option Pricing & Services at a Glance document. You should read this Supplement in conjunction with the Pricing & Services at a Glance document and retain it for future reference.

**Fifth Third Bank Name Change to Fifth Third Bank, National Association**

On November 14, 2019, Fifth Third Bank changed its name to Fifth Third Bank, National Association. Effective immediately, all references to "Fifth Third Bank" or "Fifth Third" are hereby changed to "Fifth Third Bank, National Association."

**Contributions May No Longer Be Deposited at First National Bank of Omaha**

On July 1, 2021, the Nebraska State Treasurer assumed program management responsibilities from First National Bank of Omaha. As a result, the following row under "Processing Policies" is restated as follows:

<b>Funds Availability Policy:</b> When funds deposited to your account are available	Contributions will be made available for withdrawal from the Checking Investment Option on the sixth business day. When you make an Investment Option Change, your funds will become available on the 2nd business day.  *A business day is a non-holiday weekday. Funds received after certain cut-off times may be credited the next business day. See Enable Program Disclosure Statement for cut off times.
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**Change to Overdraft Calculation**

On December 8, 2021, Fifth Third Bank changed the posting order of non-time-stamped debits. **Other debits** will be processed in order from the **smallest to the largest amount**. The Overdraft Calculation Order table is replaced with the following:

If there is not enough money in your checking account at the end of the day to cover all of your posted debits (-), then we consider transactions in the following order:

<b>FIRST</b> <b>Add credits (+)</b>	Examples of credits (+) may include: <ul style="list-style-type: none"><li>• Contributions</li><li>• Refunds</li><li>• Returned Items</li></ul>
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<b>SECOND</b> <b>Subtract time-stamped debits (-)</b>	<p>Time-stamped debits generally are debits that are authorized at the time the transaction is made and are later presented to us for payment. These debits appear in your account as pending transactions until they are posted. Time-stamped debits include:</p> <ul style="list-style-type: none"> <li>• ATM withdrawals</li> <li>• One-time debit card purchases</li> </ul> <p>Time-stamped debits are posted in <b><i>chronological order</i></b>.</p>
<b>THIRD</b> <b>Subtract other debits (-)</b>	<p>All other debits that are not categorized as time-stamped debits (above) or Bank fees (below) are in this category, which includes:</p> <ul style="list-style-type: none"> <li>• Checks written</li> <li>• Outgoing ACH transfers (automatic bill payments)</li> <li>• Outgoing wire transfers</li> </ul> <p>These other debits are posted from <b><i>smallest to largest dollar amount</i></b>.</p>
<b>FOURTH</b> <b>Subtract Bank fees and service charges</b>	<p>Fifth Third Bank's fees and service charges are subtracted last.</p>

### Fifth Third Bank Consumer Privacy Policy

Effective September 2019, the privacy policy is replaced with the following:

Rev. 09/19

FACTS WHAT DOES FIFTH THIRD DO WITH YOUR PERSONAL INFORMATION?	
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income.</li> <li>• Payment history and account balances.</li> <li>• Credit history and credit scores.</li> </ul>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fifth Third chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIFTH THIRD SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	N/A

<b>TO LIMIT OUR SHARING</b>	<ul style="list-style-type: none"> <li>• Call 800-889-5269 – our menu will prompt you through your choice(s); or</li> <li>• Visit any Fifth Third Banking Center.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>QUESTIONS?</b>	Call 800-889-5269 or go to <a href="https://www.53.com/privacy-security">53.com/privacy-security</a> .
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WHO WE ARE	
<b>Who is providing this notice?</b>	Fifth Third companies that are financial service providers, such as banks, mortgage companies, securities brokers, and insurance agencies.
WHAT WE DO	
<b>How does Fifth Third protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Fifth Third collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan.</li> <li>• Pay your bills or make a deposit.</li> <li>• Use your credit card or debit card.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you.</li> <li>• Sharing for non-affiliates to market to you.</li> </ul>
	State laws and other individual companies may give you additional rights to limit sharing. See "Other Important Information" below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Fifth Third name and financial companies such as banks, mortgage companies, insurance agencies, securities brokers, and investment advisors.</li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Non-affiliates we share with can include government agencies, credit bureaus, auto dealers, companies that perform marketing services on our behalf, and companies that assist in servicing your account with us.</li> <li>• Fifth Third does not share information with non-affiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies such as insurance companies.</li> </ul>

#### OTHER IMPORTANT INFORMATION

You may have other privacy protections under state law. We will comply with applicable state laws with respect to our information practices.

For accounts with California and Vermont mailing addresses, we will not share your credit or financial information that we collect except as permitted by law, including, for example, with your consent or to service your account. We will also not use your information for joint marketing purposes.

For Nevada residents: If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling us toll-free at 800-889-5269. Nevada law requires us to provide you with the following contact information:

Fifth Third, Customer Services  
Privacy Administration  
P.O. Box 4444  
Cincinnati, OH 45263-4444

Bureau of Consumer Protection, Office of the Nevada Attorney General  
555 East Washington Street, Suite 3900  
Las Vegas, NV 89101  
Phone: 702-486-3132, Email: [BCFINFO@ag.state.nv.us](mailto:BCFINFO@ag.state.nv.us)

#### AFFILIATES PROVIDING THIS NOTICE

Fifth Third Bank, N.A.  
Fifth Third Insurance Agency, Inc.  
Fifth Third Securities, Inc. Member FINRA/SIPC

#### **Important Information about Credit Reporting:**

We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **Important Information about Procedures for Opening a New Account:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

NEB-SUP-122021  
LIDN 6982

# ENABLE SAVINGS PLAN CHECKING INVESTMENT OPTION

## Pricing & Services at a Glance

ACCOUNT OPENING & USAGE	
Minimum Deposit Needed to Open	\$0
Monthly Service Charge	\$2/month
Requirements to Waive Monthly Service Charge	<p>Meet either of the following:</p> <ul style="list-style-type: none"> <li>Enroll in electronic statement delivery. To enroll in electronic statement delivery for the Checking Option, once you receive your debit card, visit <a href="http://www.53.com">www.53.com</a>, register your account, and click on Documents to select your delivery preferences.</li> <li>Maintain an average monthly Checking Option balance of at least \$250</li> </ul>
In-Network ATM Fees	\$0 – No Charge to use Fifth Third ATMs or partner network ATMs, as found on Branch & ATM locator on <a href="http://53.com">53.com</a>
Out of Network ATM Fees	<p>\$2.75 for U.S. transactions</p> <p>\$5.00 for each International transaction</p> <p>Transactions include cash withdrawals, transfers, balance inquiries, and purchases made at an ATM. Other ATM network owners may also assess a usage fee. No charge to use partner network ATM's</p>
International POS/ATM Transaction Fee	3% of transaction amount <sup>1</sup>
Currency Conversion Fee	0.20% of transaction amount <sup>1</sup>
OVERDRAFT FEES & RETURNED PAYMENTS	
Overdraft Fee	\$0
Returned Item Fee Per Item	\$0
OTHER SERVICE FEES	
ATM Mini Statement	\$0
Copy of a Check or Statement Per Request	<p>\$5 per copy</p> <p>(Visit <a href="http://53.com">53.com</a> for up to 24 months statement history, including checks, when applicable, available at no charge)</p>
Copy Of Check Images Mailed With Monthly Statement	\$2 per month
Stop Payment Fee	\$33 per item
Debit MasterCard®	\$0 (No Annual Fee)
Debit Card Replacement Fee	\$0
Use of Non Fifth Third Cash Advance Terminal Debit Card Fee	Greater of \$5 or 3% of the transaction amount up to a maximum of \$10

<sup>1</sup>. See Debit Card Disclosure and Card Agreement.

## PROCESSING POLICIES

<p><b>Overdraft Calculation Order:</b></p> <p>If there is not enough money in your account at the end of the day to cover all of your pending and posted debits, then we consider transactions in this order.</p>	<p><b>Daily Balance From Prior Business Day</b></p> <p>(+) Add Credits</p> <p>(-) Deduct Pending Debits</p> <p>(-) Deduct Posted Timestamped Debits (i.e. ATM, debit card purchases)</p> <p>(-) Deduct Posted Batch Debits (i.e. checks, Internet bill payment)</p> <p>(-) Deduct Fees and Service Charges (i.e. monthly service charge)</p> <p><i>Please see Overdraft Calculation Order section for more details.</i></p>
<p><b>Funds Availability Policy:</b></p> <p>When funds deposited to your account are available</p>	<p>Contributions must be made directly to First National Bank of Omaha or its designee, and will be held in a non-interest bearing account prior to transmission to Fifth Third. The contribution will be made available for withdrawal from the Checking Investment Option on the sixth business day. When you make an Investment Option Change, your funds will become available on the 2nd business day.</p> <p>*A Business Day is a non-holiday weekday. Funds received after certain cut-off times may be credited the next business day. See Enable Program Disclosure Statement for cut off times.</p>
<p><b>Error Resolution:</b></p> <p>Electronic transactions and to report lost/stolen cards or password, unauthorized transfers</p>	<p><b>For Errors or Questions on:</b></p> <ul style="list-style-type: none"> <li>• PIN and ACH Transactions</li> <li>• Lost/Stolen/Unauthorized</li> <li>• Signature transactions</li> </ul> <p><b>Contact us at</b></p> <p>877-833-6197 during the hours of operations (Mon-Fri 7am-8pm and Sat 8:30am-5pm EST)</p> <p><b>Or in writing</b></p> <p>Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p> <p><b>To report your card lost or stolen 24/7</b></p> <p>Call: 1-800-782-0279</p>

**Have Questions? Call: 844-362-2534**

Enable Savings Plan Checking Investment Option for Enable Saving Plan provided by Fifth Third Bank, National Association, Member FDIC. The standard deposit insurance amount is \$250,000 per depositor. Please see [www.fdic.gov](http://www.fdic.gov) for insurance coverage. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.  Equal Housing Lender.

### Current Interest Rates for the Fifth Third ABL® Checking Option

Balance	Interest Rate	APY*
\$0.01 - \$9,999	0.01%	0.01%
\$10,000 - \$24,999	0.01%	0.01%
\$25,000 – \$49,999	0.01%	0.01%
\$50,000 - over	0.01%	0.01%

\*Interest rates and annual percentage yield (APY) may change after account is opened. At the Bank's discretion, the Bank may change the interest rate and APY at any time on your account. Your interest begins to accrue no later than the business day funds from the plan administrator to post to your account. Interest on your account will be compounded continuously and credited monthly. The Bank uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the balance in your account each day. Fees may reduce earnings. When your account is closed you will forfeit any accrued interest.



## TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNT INVESTMENT OPTION (Fifth Third ABL® Checking)

This checking product is offered as an investment option under the Nebraska Achieving a Better Life Experience Program Trust (the "Plan"). Accounts are owned by the Plan trustee for the benefit of the Account Holder. Account Holders who select the Enable Savings Plan checking investment option may access account information and authorize withdrawals from the account subject to these Terms and Conditions with Fifth Third Bank, National Association. This checking account is subject to the requirements and limitations of the Plan as set forth in the Plan Disclosure Statement. All assets in the account are, and at all times will remain, assets of the Plan until withdrawn. The terms of the Plan may limit your ability to contribute, withdraw, or transfer funds in this account. Under no circumstances may any interest in this account be sold, exchanged, or used as security or collateral for a loan. In addition to any terms or conditions imposed by the Plan, this checking product is subject to the following terms and conditions. In the event of any conflict between the Plan Disclosure Statement and the following terms and conditions, the Plan Disclosure Statement shall control.

### I. Definitions:

- a. "Account Holder" means an eligible individual, as defined by Internal Revenue Code Section 529A and regulations thereunder, who has authority to authorize withdrawals from a Plan account, and in whose name the account is maintained on the Bank's records. A person who is designated by an Account Holder to act on that Account Holder's behalf is not an Account Holder, but has the authority of the Account Holder. The Account Holder will be bound by the acts of that representative.
- b. "Bank", as used herein, shall mean Fifth Third Bank, National Association.
- c. "Bank Affiliate" shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns.
- d. "Card" shall mean one or more plastic credit or debit cards or any other access device issued by Bank or Bank Affiliate for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, or any credit or debit program at Bank or Bank Affiliate.

### 2. General Terms

The Plan may open checking accounts at Bank for the investment of monies in the Nebraska Achieving a Better Life Experience Program Trust. Account Holders who choose to invest in the Enable Savings Plan checking investment option will be granted signature authority on a Plan checking account opened at the Bank for their access as Account Holder. These Terms and Conditions apply to Account Holders. Any expenses incurred or fees charged by Bank to the Plan (e.g., monthly service charges and ATM fees) will be passed on to the respective Account Holder. By agreeing to these Terms and Conditions, Account Holder assumes the obligation to pay any such fees and charges. Account Holder further agrees to assume any liability Account Holder may incur pursuant to these Terms and Conditions. For example, if Account Holder believes his or her checking account card has been stolen, it is solely Account Holder's responsibility to notify Bank, and Account Holder, will bear any resulting losses.

Bank may alter or amend its fees at any time, some of which may ultimately be subject to the approval of the Nebraska State Treasurer and the Nebraska Investment Council for the ABL® checking account type. Such changes will be communicated to Account Holders prior to the date the change takes effect.

3. In the event the ownership of an account or signing authority on an account is in dispute for any reason, the Bank reserves the right to take action, which may include, without limitation, to place a hold on the account until such time as the ownership/authority dispute is resolved. Account Holder is liable to Bank for any deficit. Account Holder or any representative authorized by Account Holder may stop payment, close the account and withdraw all or a portion of the account balance. Any use of the Account by the Account

Holder's representative shall be deemed ratified and approved by Account Holder as if the withdrawal or transfer had been made personally by the Account Holder.

4. The Bank may refuse at any time to accept any deposit and it may, at any time, close the account of any Account Holder at the direction of the Plan administrator. If an account is closed before interest is credited, you will forfeit any accrued interest.

5. These Terms and Conditions, as well as the fees and charges associated with your account(s) may be altered or amended at any time and as altered or amended shall be binding on all Account Holders. The current version of these Terms and Conditions is available at [www.EnableSavings.com/investments](http://www.EnableSavings.com/investments) by selecting "Checking Investment Option."

### Daily Overdraft Calculation

In this section, we describe how we apply credits (+) and debits (-) to your account for the purposes of calculating whether your account is overdrawn and fees will be assessed. Credits (+) are deposits or transfers of funds into your account. Debits (-) are withdrawals or transfers of funds from your account.

**How credit and debit information is received:** Credits (+) and debits (-) can be initiated with us or a third party. Examples of credits (+) and debits (-) that you can initiate with us include: • Withdrawals from a Fifth Third ATM. • Transfers between Fifth Third accounts done through Online Banking, phone, or at a Fifth Third banking center. Examples of credits (+) and debits (-) that can be initiated with a third party include: • Checks you write that are presented to other banks. • Transactions with merchants where you have used your debit card.

**How we process credits and debits:** Whether a debit (-) or credit (+) will be applied to your account on a particular day is affected primarily by whether the credit (+) or debit (-) was initiated with us or a third party.

Credits (+) and debits (-) that you initiate with us are subject to cut-off times. Cut-off times allow a bank to process and validate transactions.

Credits (+) and debits (-) that are initiated before a cut-off time on a Business Day are applied to your account that day, however credits (+) are subject to Funds Availability limitations. Cut-Off Times and Funds Availability limitations can be found in the "Funds Availability for Transaction Accounts" sections. Transactions initiated after a cut-off time on a Business Day are posted to your account the next Business Day.

Our ability to process credits (+) and debits (-) that are initiated with third parties is dependent on when the third party sends information about the credit (+) or debit (-) to us. We do not control the timing by which they provide this information to us. In addition, receipt of the information may be impacted by circumstances beyond our control, such as disruptions in network processing or processing delays by a third party intermediary.

We generally apply credits (+) and debits (-) to your account on the first Business Day they are presented to us from a third party. Credits (+) are subject to Funds Availability limitations.

6. Accounts and Cards are not transferable except as otherwise agreed in writing. Assignments and encumbrances for other than indebtedness owing to the Bank must be consented to by Bank after receipt of written notice from the depositor.

7. A fee may be charged for any stop payment order. A stop payment order will be accepted only if sufficient information is given at the same time of request to reasonably allow Bank to honor the request. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible. A stop payment is effective for six months. Stop payment orders will not be effective until the Bank has recorded the information on your account and has had sufficient time to enforce the order. If Bank recredits the account after payment over a verbal and timely stop payment order, Account Holder agrees to transfer all rights against payee or other holder of the item to Bank and will assist Bank in legal action taken against such person. Account Holder agrees that Bank will not be obligated to recredit the account if Account Holder received anything of value for the check. Computer generated checks without MICR line cannot be stopped.

8. The Bank assumes no liability for the payment of a postdated check, unless notice of such post-dated check is given to the Bank in the form of a stop payment request as described above. If sufficient notice is received, the request will be treated as a stop payment request in accordance with the above stop payment provisions for all purposes including its effective period. It is the Account Holder's obligation to remove a stop payment order for a post-dated item once the item is no longer post-dated.

9. The Bank will not be liable for any damages whatsoever if the Bank acted in good faith.

10. Bank is under no obligation to honor a check presented more than six months after date of issuance, but may charge Account Holder's account for payment made thereafter in good faith.

11. Account Holder agrees that Bank can disregard any information on an item other than MICR encoded data, amount, signature of drawer and identity of payee.

12. Account Holder authorizes Bank to honor any items bearing Account Holder's account number if Account Holder has disclosed that account number to the payee or any representative, affiliate, or party associated with the payee, whether or not the item is signed by the Account Holder. Account Holder further agrees that Bank may presume that authorization was obtained by the issuer of the item. For example, if Account Holder voluntarily gives information about their account (such as the routing number and account number) to a party who is seeking to sell Account Holder goods or services, and Account Holder does not physically deliver a check to the party, any debit to the account initiated by the party to whom you gave the information is deemed authorized. Account Holder is responsible for all properly payable items.

13. Account Holder agrees to carefully examine and reconcile account statements and that statements may be mailed or made available to the last known address as carried on the records of Bank or made available to Account Holder via other means, e.g. Internet banking. Account Holder agrees that Bank will not be liable if Account Holder fails to exercise ordinary care in examining their statements. Account Holder will notify Bank of any discrepancy with any item, including, but not limited to, deposits, withdrawals, and checks, within thirty (30) days of the statement mailing or made available to Account Holder date. Account Holder will also notify Bank of any forgery or alteration of any item within

thirty (30) days of the statement mailing or made available to Account Holder date. If notification is not received, Bank will have no liability for such item(s). Account Holder also agrees that Bank will have no liability if the item is forged, altered or counterfeited in such a manner that the fraud could not be detected by a reasonable person. Account Holder assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.

14. Cancelled checks will not be provided in account statements but reproductions will be available upon Account Holder's request. Fees may apply. This occurrence will not extend the time within which Account Holder must notify Bank of irregularities shown on their account statement.

15. Original deposit account documents will not be provided in account statements, but reproductions will be available upon Account Holder's request. Fees may apply. This occurrence will not extend the time within which Account Holder must notify Bank of irregularities shown on their account statement.

16. Account Holder agrees that except where a shorter time is permitted by law, regulation, or agreement, Bank is not required to retain records of any transaction for more than seven (7) years after receipt of the item and Account Holder releases Bank from any liability therefore on Account Holder's behalf, as well as Account Holder's heirs, assigns and personal representatives.

17. Account Holder agrees Bank may charge a fee to anyone presenting an item for payment from Account Holder's Account if such person does not have an account with Bank.

18. If Bank cannot locate an item in the collection process and Account Holder suffers a loss, Bank will be liable up to the amount of the item only.

19. Account Holder understands and agrees that Bank will not accept a substitute check that was created by a person or entity other than a bank, which has not yet been transferred by a bank, unless otherwise agreed to by Bank under separate written agreement.

20. English Document Controlling: Any translation of this Agreement is provided only for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. The English version is the document that will govern the relationship between you and the Bank.

21. As with all financial transactions, discretion should be applied when using an ATM. For your safety, you should always remain alert and be cognizant of your surroundings, particularly during hours of darkness. Remember to keep your Personal Identification Number ("PIN") confidential, and refrain from displaying cash that you withdraw. If you are ever confronted with suspicious activity when engaging in an ATM transaction, you should stop your transaction and use another ATM machine or conduct your transaction at another time.

Also, you should immediately report this occurrence, as well as any crime that you may observe, to your local police department or to the operator of the ATM. Additionally, if you observe that an ATM's lights have gone out or other safety precautions are not in place, please report this to the operator of the ATM.



**Overdraft Calculation Order**

If there is not enough money in your account at the end of the day to cover all of your posted and pending debits (-), then we consider transactions in the following order:

<b>Start</b> with your ending Daily Balance from the prior Business Day. This can be found on Online Banking at 53.com, be reviewing your periodic statement, or by contacting us		
<b>First</b> Add in Credits (+)	Examples of credits (+) may include: <ul style="list-style-type: none"><li>• Posted deposits, including cash, check, ATM, and Mobile deposits and Direct Deposits.</li><li>• Transfers into the account such as ACH and wire transfers.</li><li>• Online/telephone/Mobile Banks transfers into the account</li><li>• Refunds</li><li>• Returned Items</li></ul>	
<b>Second</b> Deduct Pending Debits (-)	Examples of pending debits (-) may include: <ul style="list-style-type: none"><li>• Transactions initiated at a merchant or online which have not been presented to us for payment</li><li>• Debit Card authorizations, such as those by car rental agencies or hotels.</li></ul>	
<b>Third</b> Deduct Posted Time-Stamped Debits (-)	Examples of Posted Time-Stamped Debits may include: <ul style="list-style-type: none"><li>• Posted ATM withdrawals</li><li>• Posted Debit Card purchases</li><li>• Posted online/telephone/Mobile Banking transfer to another Fifth Third Account</li><li>• Posted time-stamped ACH debits (such as Zelle Pay)</li><li>• Posted Overdraft Protection Transfer</li></ul>	<i>In this order:</i> Oldest to Most Recent
<b>Fourth</b> Deduct Posted Batch Debits (-)	Examples of Posted Batch Debits may include: <ul style="list-style-type: none"><li>• Posted Checks written</li><li>• Posted online/telephone transfers to a non-Fifth Third account</li><li>• Posted Online Banking bill payments</li><li>• Posted outgoing ACH transfers (automatic bill payments)</li><li>• Posted outgoing wire transfers</li></ul>	<i>In this order:</i> Largest Amount to Smallest Amount
<b>Fifth</b> Deduct Fees & Services Charges	Fifth Third account fees and services charges on your account	<i>In this order:</i> Largest Amount to Smallest Amount

22. Bank may re-open a closed account for any reason, including without limitation, to post items drawn on the account presented for payment, returned items or fees.

23. If the Bank reasonably suspects fraud of any type relating either directly or indirectly to an Account(s), the Bank may take action, which may include, without limitation, placing a hold on the Account(s) in order to conduct an investigation or allow law enforcement to conduct an investigation. The Bank shall not be liable for its actions pursuant to this Section. This Paragraph does not imply that the Bank has an obligation to monitor Accounts or transactions.

24. To the extent permitted by applicable law, you consent that we may contact you at any telephone number that you have given to us, any number that you have called us from or any number we have for you in our records, including your cellular or other wireless device to service your account. We have your permission to contact you by any means available, including by text message. You also agree that we may contact you using prerecorded messages or automatic dialers. When we use the words "we" and "us" in this paragraph, we are also referring to our affiliates, agents and service providers. If you give us an email address, you also consent to our contacting you by email.

## DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT.

If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how:

Call Customer Service at 1-800-972-3030 or write to:

Customer Service Department, Fifth Third Bank Madisonville Operations Center - MD 1MOC3A Cincinnati, Ohio 45263

Contact us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. The telephone number will be shown on your periodic statement. If you call, we may also require that you put your request in writing and get it to us within fourteen (14) days after your telephone call. We will charge you a fee for each stop payment order you give. Once you have placed a stop payment order on a preauthorized transfer, the Bank 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.

If these regular payments vary in amount, the person whom you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits you set. We suggest that you contact the person you are going to pay directly to discuss this matter.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible.

## ELECTRONIC FUND TRANSFER

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to Account Holders regarding electronic fund transfers (EFTs). This Electronic Fund Transfer Disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family, or household purposes. Examples of EFT services include automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills.

**Consumer Liability:** Tell us AT ONCE if you believe your card or password/PIN 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 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 password/PIN, you can lose no more than \$50 if someone used your password/PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password/PIN, and we can prove we could have stopped someone from using your password/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 made by PIN, code 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 a hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

**Contact in event of unauthorized transfer:** If you believe your card or password/PIN has been lost or stolen, call 888-516-2375 or write to the appropriate address listed above. You should also call 888-516-2375 or write to the appropriate address listed above if you believe a transfer has been made using the information from your check without your permission.

**Business days:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

### Transfer types and limitations:

**Electronic check conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- i. Pay for purchases
- ii. Pay bills.

**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

- i. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- ii. In order to comply with government agency or court orders, or
- iii. If you give us your written permission.

**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.

### Error Resolution

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, CONTACT US AT THE APPROPRIATE ADDRESS OR PHONE NUMBER LISTED ABOVE AS SOON AS YOU CAN.

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 problem or error appeared.

- b) Tell us your name and Account number.
- c) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- d) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question 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 45 days to investigate your complaint or question. If we decide to do this, we will 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 we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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.

**Notice About Electronic Check Conversion:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

## ELECTRONIC BANKING

The following disclosures are made to you in order to explain electronic banking terms and conditions. Electronic banking includes all use of the Jeanie®, Plus System®, NYCE® Network, Pulse®, Star® Systems, Visa®, MasterCard®, Cirrus®, or other access terminals, including point of sale terminals, whether or not the electronic terminal is involved at the time of the transaction, the use of telephone bill payment service, the use of a Fifth

Third Bank ATM or Fifth Third Bank Telephone Banking to transfer money, use of Fifth Third Internet Banking to transfer money or pay bills, and the withdrawal of money from your account to pay bills if these withdrawals are made electronically and have been preauthorized by you in writing. Any account holder (Account Holder) may utilize the transfer or payment capabilities of any electronic banking product offered by Bank. Account Holder agrees to keep confidential all account and personal identification information necessary to utilize any electronic banking product. Account Holder agrees that any other User of electronic banking services is authorized or permitted by Account Holder to make transfers from Account Holder's account upon transmitting the applicable account or personal identification information until Account Holder has taken all steps necessary to revoke such authorization by preventing such use by any User. Account Holder assumes responsibility for all transactions arising from use of any electronic banking product by any User whether such use is with an electronic transfer device, touchtone phone, Internet access product or line of credit.

Account Holder agrees to pay Bank for all purchases made, services rendered, by or to any User using electronic banking. Except as specifically prohibited by law or regulation, Account Holder hereby waives as against Bank all claims, defenses, rights and offsets of Account Holder or User now or hereafter existing against any merchant or other payee for services or merchandise acquired through any electronic banking product. All transactions arising out of use of electronic banking will be controlled by the terms of all applicable account agreements, other contractual relationships with Bank and these Terms and Conditions, as amended from time to time, and the Program Disclosure Statement, as amended from time to time. Bank reserves the right to refuse or terminate Account Holder's permission to use electronic banking at the sole discretion of Bank. Electronic banking transfers and payments are subject to the limitations contained in the section of these rules entitled Disclosures of Type of Available Transfers and Limits on Transfers. Account Holder authorizes the disclosure to any merchant or other payee of the information relating to the Account Holder's accounts as is reasonably necessary to operate the electronic banking service. The laws of the United States and the State of Nebraska govern this Agreement regardless of the Account Holder or User's place of residence. Please understand that not every automatic or preauthorized withdrawal is done electronically. Many of these transactions are done by the third party mailing to the Bank a check or draft and, therefore, are not covered by the following disclosures. However, all debit card transactions are covered, even if an electronic terminal is not involved at the time of transaction. Also, you have received separate disclosures for your line of credit account.

In these electronic banking disclosures, several words are used repeatedly. These words are defined as follows:

**DEPOSIT** — Any contribution to the Checking Investment Option through the Program Manager or its designee.

**ELECTRONIC BANKING DELIVERY SYSTEMS**—allow you to access your accounts using automated tellers, touch-tone phones or other devices by which you make transfers or withdrawals from your account.

**TELEPHONEBANKING**—Allows you to access your account using any touch-tone phone.

**WITHDRAWAL**—Any transfer of money out of your account in cash or for payment to a third party.

**VISA**—Allows you to access any device identified with a Visa logo.

**JEANIE NETWORK**—Allows you to access any device identified with the

Jeanie network logo

PLUS SYSTEM—Allows you to access any device identified with a Plus System logo.

STAR SYSTEMS—Allows you to access any device identified with the Star Systems logo.

NYCE NETWORK—Allows you to access any device identified with the NYCE Network logo.

PULSE NETWORK—Allows you to access any device identified with the Pulse Network logo.

MASTERCARD—Allows you to access any device identified with a MasterCard logo.

ELECTRONIC TRANSFER—Any electronic banking transaction, including withdrawals accomplished electronically, as well as all transfers resulting from debit card transactions, even if an electronic terminal is not involved at the time of the transaction.

FIFTH THIRD INTERNET BANKING—Allows you to access your account using any personal computer via the Internet.

CIRRUS—Allows you to access any device identified with the Cirrus System logo.

®Reg. U.S. Pat. & T.M. Off.

## ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize a merchant or payee to make a one- time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

## ELECTRONIC CHECK REPRESENTMENT

(This section applies to consumer accounts)

A check may be represented from a person's bank to whom Account Holder has written a check which Bank has returned to that bank by electronic representment. If Bank receives an Represented Check Entry (RCK), Bank will pay or return the RCK as if the original paper check were being represented to us. The information relating to "Electronic Funds Transfers" in these Terms and Conditions will not apply to these transactions. The following conditions must be met for an RCK to be charged to Account Holder's account: 1) the RCK must relate to a paper check drawn on an account that was returned unpaid because of insufficient or uncollected funds; 2) the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit; 3) a stop payment must not have been placed on the paper check after it was returned unpaid but before it was collected electronically; 4) the paper check must have been less than \$2,500; 5) the paper check must have been dated 180 days or less before the date on which the RCK is presented to Bank; 6) the RCK must be for the face amount of the paper check only and may not include any collection fee

charged by anyone; 7) the payee of the paper check must have given you notice that, if the paper check is returned by Bank, the paper check could be collected electronically; and 8) the RCK must have been sent to Bank no more than twice after the first time Bank returned the paper check, or no more than once after the second time Bank returned the paper check.

## ELECTRONIC PRESENTMENT OF CHECKS

Under certain circumstances your check information can be converted to electronic information by merchants, banks or others. Electronic information may be used to debit your account electronically. Merchants may use check information such as routing, account and serial numbers to make an electronic presentation against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing. In other circumstances, checks you wrote returned for insufficient funds or uncollected funds and represented for payment electronically by the payee's bank are not covered under Regulation E. Electronic representments will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check. Also, we shall have no liability to you for duplicate payments if a paper check and an electronic re-presentment are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

## AUTO BILLPAYER®TERMS AND CONDITIONS

These terms and conditions govern the use of the Auto BillPayer® Service ("Service"), along with any other forms and agreements relating to the Service that you receive from the Fifth Third Bank. The use, signing or other acceptance of this Service by you or someone authorized by you to initiate a Payment constitutes acceptance of the terms and conditions. PLEASE KEEP THESE TERMS AND CONDITIONS FOR FUTURE REFERENCE.TO CONTACT US:

Call: 800-837-2000 during business hours (8:00 a.m. to 5:00 p.m. ET). Press 0# at any time during the call to speak with a customer service representative. You can access your account and check your payment transfer status 24 hours a day, seven days a week using the Auto Bill Payer helpline by calling the number listed above.

Or write:  
Auto BillPayer  
P O Box  
630900  
Cincinnati, Ohio 45263-0900

## 1 MEANING OF TERMS

"Automatic Payment" means a pre-authorized Payment initiated by the Service in accordance with any applicable Payment Parameters and on a predetermined schedule based on information supplied for the Obligation Account.

"Bank Account" means a checking or any other account which can be debited and credited through the Automated Clearing House Association ("ACH") or such other means approved by Company.

"Company" means Fifth Third Bank, National Association, and its affiliates and subsidiaries. The terms "we", "our", and "us" also refer to Company.

"Account Holder" means you or someone authorized by you to use the Service. The terms "you" and "your" also refer to Account Holder.

"Maximum Amount" means the maximum dollar amount of a Payment which can be initiated for a particular Obligation Account.

"Minimum Interval" means the time period within which only one Payment can be initiated for a particular Obligation Account.

"Obligation Account" means a loan, line of credit, lease, or credit card held by Fifth Third Bank upon which you are a borrower; or any other service offered by Fifth Third Bank of which you are the recipient.

"Payment" means the transfer of funds, based on your instructions which are accepted by us, from your Bank Account to us for an Obligation Account including an Automatic Payment or Payment initiated manually by you through the Service.

"Payment Parameters" means a Maximum Amount, Minimum Interval and/or other payment parameters supported by the Service and applicable to a given Obligation Account.

"Service" means the then current Auto BillPayer services supported by Company.

## 2 THE SERVICE

- a) General. You may use the Service to provide us instructions to initiate Payments for an Obligation Account. You agree to use the Service in accordance with these Terms and Conditions. You authorize us to debit and credit your Bank Account without notice for all Payments, fees, expenses, and other amounts specified herein and to transfer funds on your behalf to an Obligation Account. We reserve the right to refuse to initiate a Payment which is in violation of these terms and conditions or our then current rules, procedures or system operations established or used by us from time to time. When you initially sign up for the Service or make changes, Payments may not be able to be initiated while your initial information or changes are being verified.
- b) Scheduling Payments. You are solely responsible for providing the proper instructions to the Service so that each transfer of funds on your behalf to an Obligation Account, which results from a Payment, is posted on or before the applicable due date and is for at least the amount of the Payment plus the applicable fees due. If your scheduled payment date falls on a weekend or holiday, your transaction will generally be processed on the prior business day. However, if your invoice date and your payment date fall on the same weekend or holiday, the transaction will be processed on the following business day. For example, a mortgage loan payment scheduled for October 1 whose invoice date takes place on October 1 where October 1 falls on a weekend would have its payment made on Monday.
- c) Assignment. You may not assign any of your rights or obligations in connection with the Service, but we may assign any or all of our

rights or delegate any or all of our duties at any time and without notice.

## 3 OTHER COVENANTS AND OBLIGATIONS

- a) Your Bank Account. You agree to pay us the amount of each Payment initiated, the applicable fees and all other obligations herein, and you must always maintain an open Bank Account with a sufficient balance to cover all such amounts. If for any reason an amount is not paid in full from your Bank Account upon the initial presentment, we may, at our option and without notice, re-present such amounts against your Bank Account or treat such situation as a stop payment instruction from you and take no further action.
- b) Changes in Your Bank Account or Mailing Address. You must give us advance written notice if any information you supplied changes, including but not limited to your name, address, or Bank Account number or if your Bank Account is closed, inactive or inaccessible for any reason. You are solely responsible for any Payments not initiated or initiated late, and any fees imposed by us or your Obligation Account resulting from your changes or our inability to initiate a transfer on your behalf, as a result of those changes.
- c) Ownership & Authority. You represent and warrant to us that you are at all times the Holder of the Bank Account and have full authority to access, transfer and withdraw funds from the Bank Account.
- d) Amendments. We reserve the right to change the Service, these terms and conditions and/or the rules, procedures and system operations at any time and without notice unless otherwise required. Any change shall become effective on the date determined by us. If we are required to give you written notice of a change, we will mail such notice to you at the last address shown in our records for the Service.

YOUR USE OF THE SERVICE SUBSEQUENT TO THE EFFECTIVE DATE OF ANY SUCH CHANGE CONSTITUTES ACCEPTANCE OF ANY NEW OR DIFFERENT TERMS. There may be additional terms, conditions and/or agreements governing the Service and/or other services you receive from us, and you agree to all such terms and conditions.

- e) Authorization of Another Person. If you have authorized another person to use the Service and/or to access your Bank Account, that authorization shall be deemed to include the authorization to initiate Payments or anything else permitted herein, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it and we have received written notice of such revocation from you.
- f) Disputes. You agree that all disputes and matters whatsoever arising under, in connection with or incident to the Service or this Agreement shall be litigated, if at all, in and before a Court located in the State of Ohio, county of Hamilton, to the exclusion of the Courts of any other state or county, and shall be governed by the laws of the State of Ohio to the exclusion of all other state laws. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such term or provision shall not be affected thereby.
- g) Termination. You can terminate your use of the Service for a particular Obligation Account at any time by notifying us. We reserve



the right to cancel, suspend, revoke, or terminate your use of the Service for an Obligation Account, at any time without notice. Upon termination, for whatever reason, you must not use the Service thereafter for an Obligation Account. Use of the Service after you are aware of termination is fraudulent and may subject you to legal proceedings. Regardless of termination, these terms and conditions shall remain in effect for all Payments paid through the Service, and termination shall not affect your liability for obligations occurring prior to such termination. Upon termination, you are solely responsible for determining which Payments have been initiated or not initiated by the Service and for taking whatever action outside the Service as may be necessary with respect to your Obligation Account.

- h) Limitation of Liability. Except as required by applicable law and as stated in Section 5(c) below, we shall not be responsible or liable for any loss, injury or damage, whether direct, indirect, incidental, special, consequential or punitive, arising in connection with the Service. Without limiting the foregoing, in no event shall we be responsible for any damages caused by the action or inaction of you, financial institutions or others arising in any way out of the goods or services provided, any termination of the Service, any delays in the posting of any Payment to your Obligation Account, any of your instructions which are not timely, accurate or accepted by us, financial institutions or others or anything beyond our reasonable control.

#### 4. FEES, COSTS AND EXPENSES

- a) There is no payment processing fee associated with the Service. We reserve the right to impose other fees or charges at any time on all or selected portions of the Service.
- b) Costs and Expenses. You are responsible for paying us for all costs and expenses that we incur in enforcing these terms and conditions, including but not limited to court costs and expenses and reasonable attorney's fees, to the extent applicable law allows.
- c) Disclosure of What Constitutes Business Day of Company. Company's business days are Monday through Friday, except Federal Reserve Bank holidays on which we are closed.

#### 5. DISCLOSURES

- a) Disclosures of Types of Available Transfers and Limits on Transfers
1. Bank Account access. Subject to our rules, procedures, and system operations, you may (1) initiate Payments by interaction with a customer service representative or by another means approved by us from your Bank Account in the amounts and on the days you request; (2) Provide advanced instructions to us for Automatic Payments from your Bank Account; (3) Cancel or modify Payments to be initiated or reverse Payments previously initiated by the Service; and/or (4) Provide and update instructions regarding Payments which may include changing Payment Parameters for your Obligation Account and/or altering the timing of a particular Payment. Some of the foregoing features may not be available through the Service.
  2. Limitations on frequency and dollar amounts of transfers. (1) You may use the Service to initiate Payments only to your

Obligation Account (2) Payments may be subject to certain Payment Parameters (e.g., Minimum Interval, Maximum Amount) established by us and may change from time to time without notice. (3) Instructing us to initiate Payments from Bank Accounts with restrictions on the number or type of transfers permitted in any one month or equivalent period may result in the inability to initiate Payments from your Bank Account. (4) We reserve the right to temporarily or permanently suspend the Service without notice, including but not limited to ceasing the initiation of Payments, if you are delinquent in any of your obligations to us. (5) For security reasons, we may limit the type, number or dollar amount of any transfers, Payments or other transactions supported by us notwithstanding the amount in your Bank Account, and we may temporarily or permanently suspend the Service without notice unless otherwise required by law or regulation, including but not limited to ceasing the initiation of Payments.

3. You may not instruct that a Payment be initiated from a Bank Account which contains insufficient funds to cover the amount of the Payment plus any applicable fees.

- b) Error Resolution Disclosure. IF YOU HAVE QUESTIONS ABOUT YOUR AUTO BILLPAYER TRANSACTIONS, contact us at the address or phone number shown at the beginning of these terms and conditions.
- c) Disclosure of Company's Liability for Failure to Initiate Transfers. We will use our best efforts to properly complete any Payments properly initiated by you through the Service. If we do not complete a transfer to or from your Bank Account on time or in the correct amount according to our agreement with you, we will be liable for your losses not to exceed the amount of the transfer. However, there are some exceptions. We will NOT be liable, for instance, if: (1) Through no fault of ours, you do not have enough money in your Bank Account to initiate the transfer and applicable transfer fees or the funds in your Bank Account are subject to legal process or other encumbrance restricting such transfer; (2) The Service was not working properly and you knew about the malfunction when you started the transfer; (3) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (4) The failure is due to the fact that you have not provided us with the correct information which is necessary to complete the transfer; (5) There is an allegation of fraudulent activity concerning your account; (6) The Bank Account which is involved in the transfer is closed, frozen or otherwise unable to be accessed; (7) The transfer is not honored by your financial institution for whatever reason; or (8) There may be other exceptions in these terms and conditions or in our rules and procedures in effect from time to time.
- d) Disclosure of Right to Stop Payment of Preauthorized Transfers
1. Right to stop payment and procedure for doing so. If you have told us in advance to initiate Automatic Payments from your Bank Account, you can stop any of these payments. Here's how:
    - a) Call us at the number at the beginning of these terms and conditions in time for us to receive and process your request before 5:00 pm E.T. of the day on which the Payment is scheduled to be initiated by the Service, and we may also require that you put your request in writing and get it to us within fourteen



(14) days after you call; or

- b) Write us at the address at the beginning of these terms and conditions in time for us to receive your request three (3) business days or more before the Payment is scheduled to be initiated by the Service.
- 2. Notice of varying amounts. If these Automatic Payments vary in amount, we will notify you, ten (10) days before each payment, when it will be due (from which you can calculate when it will be initiated by the Service based on parameters you supply) and how much it will be.
- 3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these Automatic Payments in accordance with 5d(1) above, and we do not do so, we will be liable for your losses or damages not to exceed the amount of the transfer. We will honor only the exact information given us; otherwise, we are not responsible.
- e) One-time Payment Disclosure. If a one-time payment is made in addition to the Automatic Payment, the Automatic Payment will still occur.

### AUTO BILLPAYER PLUSM TERMS AND CONDITIONS

Auto BillPayer Plus ("ABPP") is a grandfathered service that allows an Account Holder to set up biweekly, semi-monthly or weekly automatic payments towards a Fifth Third Mortgage Loan or Easy Home Refi. Payments are drafted per the designated frequency and applied to the customer's loan, per the terms of the enrollment agreement, which allows extra payments to be paid over the life of the loan. ABPP is a unique service within Auto BillPayer, therefore, all sections of the Auto BillPayer Terms & Conditions apply to ABPP unless otherwise stated below.

#### 1. MAINTENANCE

- (a) All questions and/or requested changes to your service must be directed to the ABPP customer service department at 800-837-2000, Monday through Friday, 8 a.m. to 5 p.m., ET.
- (b) In the event your loan payment changes (e.g., escrow balance change, ARM loan change, loan modification, etc.), ABPP will automatically adjust the dollar amount of your recurring draft payments.
- (c) You can transfer the ABPP service to any refinanced first mortgage loan with Fifth Third. There is no cost associated with the transfer or enrollment from your existing plan to the new first mortgage after a refinance; however, you must contact the ABPP customer service department to inform them of the new loan account number. Any payment drafting fees that applied with your original enrollment may continue to apply, as well as the fees set forth in Section 4 below.

#### 2. TERMINATION OR CANCELLATION

- (a) Your ABPP service may be terminated for any of the following mortgage loan conditions: a delinquency of greater than 30 days, Loss Mitigation (e.g. a repayment plan), after two payments rejected due to non-sufficient or uncollected funds, a foreclosure filing against the secured property, or a bankruptcy filing by the Account Holder or co-debtor on the loan. If this occurs, you or your attorney will be notified by mail.

- (b) You may cancel your participation in ABPP service at any time without further obligation under the ABPP service. You will, however, continue to be responsible for making payments for your outstanding loan balances according to your loan documents if this service is cancelled.

- (c) If you are terminated from, or if you choose to cancel, ABPP you will not be permitted to re-enroll in the service.

#### 3. FEES

A draft fee may apply for each amount that is drafted and applied to your real estate secured loan, if permitted by applicable state law. Applicable fees are governed by the terms provided at the time of your enrollment in ABPP, and are subject to change. ABPP is a voluntary program, and customers are permitted to use other payment methods that do not incur convenience fees, such as monthly Automatic Payments through Auto BillPayer which does not have a per transaction fee.

### IMPORTANT INFORMATION REGARDING ELECTRONIC COMMUNICATION

If you have consented to accessing your periodic statement information electronically:

- You understand and agree that Fifth Third Bank will provide all of your periodic statement information, including notices about changes to your account, in electronic form.
- In order to access your periodic statement information electronically, you must operate a browser version that supports Secure Sockets Layer encryption technology, frames, cookies, and JavaScript. The Fifth Third Bank Web site, [www.53.com](http://www.53.com), is optimized for use with 8.x or higher browser versions of Microsoft® Internet Explorer, Mozilla Firefox4.x or higher, and Safari™ for Macintosh®v5.1 or higher and 16 bit color (high color) at 1024 x 768 resolution.
- If you would like a paper copy of any periodic statement please visit [www.53.com](http://www.53.com), call 513-358-5353 or 1-800-972-3030. We may charge for each periodic statement copy you request.
- You may elect to withdraw consent to receive your periodic statements in electronic form. To update your delivery preferences you may: visit the Service Center by logging into Internet Banking at [www.53.com](http://www.53.com); call 800-972-3030.
- Should you consent to accessing your periodic statement information electronically and do not accept the terms via internet banking at [www.53.com](http://www.53.com) within 60 days from account opening or consent, your periodic statements may be mailed to you.
- When selecting a password to access your Fifth Third accounts, please do not use nicknames or birth dates 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 of the site when you are finished.

### IMPORTANT INFORMATION ABOUT SUBSTITUTE CHECKS AND YOUR RIGHTS

If you are a consumer Account Holder who receives paid checks with your periodic account statements:

## WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of the original check. You can use it the same way you would use the original check. \*You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Fifth Third Bank, Disputes Resolutions Department; 5050 Kingsley Drive, MD MOCBX, Cincinnati, Ohio 45263. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute checks: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## FIFTH THIRD'S COMMITMENT TO THE ADA

Fifth Third Bancorp realizes that not all people have the same needs and is making every effort to meet the needs of our employees and Account Holders.

Fifth Third has reassessed its business practices with the Americans with Disabilities Act guidelines in mind. A comprehensive plan of action has been developed with an emphasis in the areas of employment, facilities and services. Fifth Third is committed to its employees and Account Holders and will continually review its business practices to ensure these needs are being met whenever possible.

**DEBIT CUT- OFF TIMES**  
Cut-off times apply to Business Days


	<b>Debits ( - )</b>	<b>Transfers between Fifth Third Bank Deposit Account</b>	<b>Transfers From a Fifth Third Bank Deposit Account to a Fifth Third loan</b> <small>May include credit cards, mortgages, car loans and equity lines.</small>
<b>Transactions done at a Fifth Third Bank Banking Center</b>	Banking Center Closing Time	The earlier of the Banking closing time, or 9pm Eastern	The earlier of the Banking Center closing Time or 7pm Eastern
<b>Transactions done at a Fifth Third ATM</b>	7pm Eastern Time	7pm Eastern Time	7pm Eastern Time
<b>Internet Banking</b>	Not Applicable	9pm Eastern Time **Note that transfers to or from a non-Fifth Third deposit account made via Internet Banking may be subject to different cut-off times which are disclosed to you in Internet Banking	9pm Eastern Time
<b>Automated Telephone Customer Service Line</b>	Not Applicable	9pm Eastern Time	9pm Eastern Time
<b>PIN- based Debit Card Purchases</b>	7pm Eastern Time for both PIN-based Purchases and refunds		
<b>Wire Transfers</b>	See Banking Center for applicable cut off times		

Facts		WHAT DOES FIFTH THIRD DO WITH YOUR PERSONAL INFORMATION:
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Payment history and account balance</li> <li>• Credit history and credit scores</li> </ul>	
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason Fifth Third chooses to share; and whether you can limit this sharing.	

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIFTH THIRD SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	N/A

TO LIMIT OUR SHARING	<ul style="list-style-type: none"> <li>• Call 800-889-5269 – our menu will prompt you through your choice(s); or</li> <li>• Visit any Fifth Third Banking Center</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
QUESTIONS	Call 800-889-5269 or go to <a href="https://www.53.com/privacy-security">53.com/privacy-security</a>

WHO WE ARE	
Who is providing this notice?	Fifth Third companies that are financial service providers, such as banks, mortgage companies, securities brokers, and insurance agencies
WHAT WE DO	
How does Fifth Third protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fifth Third collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Pay your bills or make a deposit</li> <li>• Use your credit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing affiliates' everyday business purposes – information about your credit worthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you.</li> </ul> <p>State laws and other individual companies may give you additional rights to limit sharing. See "Other Important Information" below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices apply to everyone on your account.

DEFINITIONS			
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Fifth Third name and financial companies such as banks, mortgages companies, insurance agencies, securities brokers, and investment advisors</li> </ul>		
<b>Non- Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Non-affiliates we share with can include government agencies, credit bureaus, auto dealers, companies that perform marketing services on our behalf, and companies that assist in servicing your account with us.</li> <li>• Fifth Third does not share information with non-affiliates so they can market to you.</li> </ul>		
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies such as insurance companies</li> </ul>		
OTHER IMPORTANT INFORMATION			
<p>You may have other privacy protections under state law. We will comply with applicable state laws with respect to our information practices.</p> <p>For accounts with California and Vermont mailing addresses, we will not share your credit or financial information that we collect except as permitted by law, including for example, with your consent or to service your account. We will also not use your information for joint marketing purposes.</p> <p>For Nevada residents: If you prefer not to receive marketing calls from us, you may be placed on our internal Do No Call List by calling us toll-free at 800-889-5269. Nevada law requires us to provide you with the following contact information:</p> <table border="0"> <tr> <td>Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</td><td>Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone 702-486-3132, Email: <a href="mailto:BCFINFO@ag.state.nv.us">BCFINFO@ag.state.nv.us</a></td></tr> </table>		Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone 702-486-3132, Email: <a href="mailto:BCFINFO@ag.state.nv.us">BCFINFO@ag.state.nv.us</a>
Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone 702-486-3132, Email: <a href="mailto:BCFINFO@ag.state.nv.us">BCFINFO@ag.state.nv.us</a>		
AFFILIATES PROVIDING THIS NOTICE			
<p><b>Fifth Third Bank, N.A.</b>  <b>Fifth Third Insurance Agency, Inc.</b>  <b>Fifth Third Securities, Inc. Member FINRA/SIPC</b></p>			
<p><b><u>Important Information about Credit Reporting:</u></b>  We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.</p> <p><b><u>Important Information about Procedures for Opening a New Account:</u></b>  To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.</p> <p><b><u>What this means for you:</u></b>  When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p> <p>Deposits and credit products provided by Fifth Third Bank<sup>2</sup> National Association, Member FDIC.  Equal Housing Lender</p>			