

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

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CASE NO. 6:18-cv-476-ORL-41-KRS

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

**CARNELL SMITH, on behalf of himself and
all others similarly situated,**

Plaintiff,

vs.

**FIFTH THIRD BANK,
Defendant.**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Carnell Smith (“Plaintiff”), on behalf of himself and all persons similarly situated, alleges the following based on personal knowledge as to allegations regarding the Plaintiff and on information and belief as to other allegations.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and a class of all similarly situated consumers against Defendant Fifth Third Bank (“Defendant” or “Bank”), arising from 1) its unfair and unconscionable assessment of *two* out-of-network ATM fees (“OON Fees”) on out of network ATM withdrawals preceded by a balance inquiry; and 2) its assessment of a 3% “foreign transaction fee” (“FTF”) on amounts greater than the “transaction” amount and for which no FTF should apply—specifically, on the third-party ATM owner fee for use of a foreign ATM.

2. Such fees -- which are not disclosed to consumers at any point during the ATM transactions and violate the agreement governing the contractual relationship between Defendant and its customers -- constitute a breach of contract and a breach of the covenant of fair dealing with

thousands of consumers and serves to enrich Defendant to the tune of millions of dollars at the expense of consumers.

3. Defendant's ATM Fee revenue has increased dramatically in recent years and is one of the primary drivers of Bank fee income. The subject of this litigation are those fees assessed on transactions entered on "out-of-network" ATMs, i.e. ATMs not owned or operated by Defendant or a partner of Defendant's. Defendant assesses OON Fees on its account-holders who withdraw funds from ATMs not owned by Defendant. Defendant also assesses International OON Fees, plus an international transaction fee of 3% of the transaction amount. The subject of this litigation also concerns the FTF assessed irrespective of whether the ATM is out-of-network.

4. When Defendant account-holders use a non-Defendant ATM, the fees add up very quickly—to their surprise. Not only does the non-bank ATM operator charge the consumer a fee for use of its ATM -- a charge which now averages \$3 -- but Defendant imposes a OON Fee as well—a punishing double-fee on account-holders that can rise to a total six or seven dollars for a consumer to simply access his own money. Defendant never adequately informs consumers they will be charged two separate fees for each non-bank ATM withdrawal, never once tells consumers the total amount of that double-fee, and charges fees beyond what they are contractually permitted to impose.

5. Defendant does not stop there, however. On some out-of-network ATM withdrawals, Defendant account-holders pay a *third* fee for withdrawing funds at an out of network ATM—a fee to the ATM operator and *two* OON Fees to Defendant. Specifically, when Defendant account-holders check their account balance prior to withdrawing funds at an out of network ATM, Defendant charges two its account-holder two OON Fees—one for the *balance inquiry* and one for the *withdrawal*.

6. For a simple domestic out of network ATM withdrawal, for example, Plaintiff paid a total of \$7.50 in fees, including \$5.50 to Defendant.

7. Defendant's uniform practice of charging two OON Fees per cash withdrawal is unfair, violates representations in Defendant's account documents, and constitutes a breach of contract. Indeed, Defendant's account documents fail to provide notice of the so-called "balance inquiry fee" at all—much less the large triple-fee for an out of network ATM withdrawal.

8. Second, when an account-holder makes an ATM withdrawal in a foreign currency, Defendant assesses an international transaction fee ("ITF") of 3% of the amount of the transaction. But, in violation of the contract, Defendant assesses the 3% ITF on foreign ATM transactions even when they are undertaken in U.S. Dollars. Additionally, and also in violation of the contract, Defendant assesses the 3% ITF on both the transaction amount *and* the ATM usage fee assessed by the foreign ATM owner. As an example, if an account holder withdraws \$200 in US Dollars from a foreign ATM, and the ATM owner charges a \$5 fee for use of the ATM, the Defendant account-holder will also be charged a 3% ITF on the withdrawal amount by Defendant, and he will *also* be charged a 3% on the additional ATM usage fee by Defendant; he will be charged 3% of \$205.00 rather than 3% of \$200.00. In other words, Defendant charges a fee on a fee—even though Defendant's own systems recognize the transaction amount as separate from the ATM usage fee charged by the ATM terminal owner.

9. By definition, the ATM usage fee is not part of the "transaction amount" and should not be subject to the 3% ITF. To continue the aforementioned hypothetical, the consumer is not "transacting" in the amount of \$205.00; rather, he is being charged a \$5.00 for the ability to make a transaction in the amount of \$200.00.

10. Plaintiff, and other Defendant customers, have been injured by Defendant's improper practices to the tune of millions of dollars bilked from their accounts in clear violation of

their agreements with Defendant. On behalf of himself and the class, Plaintiff seeks damages, restitution and injunctive relief for Defendant's breach of contract and of the covenant of good faith and fair dealing.

JURISDICTION AND VENUE

11. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than Defendant.

12. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Defendant is subject to personal jurisdiction here and regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

PARTIES

13. Plaintiff is a citizen of Florida and a resident of Seminole County, Florida.

14. Defendant is a national bank with its headquarters and principal place of business located in Cincinnati, OH. Among other things, Defendant is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative classes, which includes the issuance of debit cards for use by its customers in conjunction with their checking accounts. Defendant operates banking centers, and thus conducts business, throughout the State of Florida, including within the Middle District and in Seminole County.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. FIFTH THIRD CHARGES TWO OON FEES PER WITHDRAWAL

A. Mechanics of Domestic Out of Network ATM Withdrawals

15. When consumers use ATMs not owned by their own bank, federal law requires the owners of those out of network ATMs to inform users of the amount of the usage fees charged by the ATM owner.

16. Thus, it is standard at ATMs in the United States that when a consumer uses an ATM not owned by his home bank, a message is displayed on the screen stating that usage of the ATM will cost a specified amount to proceed with a withdrawal of funds, and that such a fee is in addition to a fee that may be assessed by a consumer's financial institution for use of the ATM.

17. That message appears only after a user has decided to perform a cash withdrawal and entered the amount of cash he or she would like to withdraw.

18. Through repeated exposure to such fee warning messages, consumers are accustomed to being warned of fee assessments at out of network ATMs - and to being provided with the opportunity to decide whether the fees charged are reasonable - before proceeding with their cash withdrawal.

19. Defendants knows this—that consumers expect a fair fee disclosure at the ATM—and has designed a scheme to assess OON Fees on balance inquiries and exploit consumers' reasonable expectation that they will be provided an opportunity to cancel actions before being assessed a fee. That scheme involves assessing fees for the mere act of checking a balance before proceeding with a cash withdrawal.

20. In the US, most ATM display screens immediately ask consumers if they would like to "check their account balance" before proceeding with their transaction.

21. The ATM screen does not disclose that a balance inquiry alone will incur a usage fee, and indeed ATM owners in the United States in general do not charge usage fees for balance inquiries.

22. Repeated exposure to such messages is partly responsible for building the reasonable consumer understanding that a balance inquiry is a common lead-in to a withdrawal; it is, in other words, a mere first step to the real business at hand, an informational exercise offered by the ATM to help inform the cash withdrawal.

23. Reasonable consumers like Plaintiff do not, in sum, understand a balance inquiry to be an independent transaction worthy of a separate fee.

24. Defendant knows this—that consumers expect a balance inquiry to be an included part of a cash withdrawal—and has designed a scheme to assess OON Fees on those balance inquiries. The Bank preys on the common assumption and understanding that a balance inquiry preceded by a cash withdrawal is not an independent basis for a fee.

25. Thus, in most circumstances, there is simply no warning at the ATM that a balance inquiry alone could incur a fee.

26. As a result, consumers have zero expectation that their home bank will charge a separate fee for a balance inquiry, especially one that precedes a cash withdrawal at the same ATM.

27. If a bank is going to charge such a conscience-shocking fee, it must fully and fairly disclose such a fee in its account documentation. Defendant did the opposite—providing express and implied indications in their contract that balance inquires would not incur OON Fees.

B. Defendant's Account Contract

28. Plaintiff has a Fifth Third Bank checking account, which is governed by Defendant's standardized account agreement.

29. Defendant issues debit cards to its checking account customers, including Plaintiff, which allows its customers to have electronic access to their checking accounts for purchases, payments, and ATM withdrawals at both Defendant and non-Defendant ATMs.

30. Against the backdrop of the reasonable consumer expectations and federal law above, Defendant's contractual disclosures deceive consumers and reinforce the reasonable understanding that no fee will be assessed for a balance inquiry—especially if ATM users are not warned beforehand.

31. Defendant's disclosures also reinforce the common-sense presumption that there can be no balance inquiry fee when such an inquiry is in conjunction with a cash withdrawal at the same ATM.

32. Pursuant to Defendant's standard account agreement in effect at the time of the relevant transactions:

Electronic Fund Transfer:

Fees: We reserve the right to impose a fee and to change fees upon notice to you. A fee may be imposed by an automated teller machine (ATM), and by any network used to complete the transaction, when you initiate an electronic fund transfer or make a balance inquiry.

[...]

Fifth Third and Partner Networks ATM Fee \$0—No charge to use Fifth Third ATMs or partner network ATMs¹

Non-Fifth Third ATM Fee \$2.75 for U.S. transactions \$5 for international transactions

Other ATM network owners may also assess a usage fee.

Deposit Account Rules and Regulations, attached as Ex. A.

33. In short, Defendant states that 1) it may impose “a [singular] fee”; 2) the ATM or the network owning or operating the ATM may charge fees; and, most importantly 3) Defendant imposes a *single* \$2.75 OON Fee on “transactions” (or \$5.00 for foreign transactions).

¹“Fifth Third Bank is a part of the Allpoint®, Presto!, and 7-Eleven® network of ATMs, which features more than 43,000 fee-free ATMs nationwide. Customers of Fifth Third Bank can withdraw cash fee-free from any domestic Allpoint® ATM in addition to Presto! ATMs located in Publix stores, and 7-Eleven® ATMs listed on our ATM locator on 53.com or on our Mobile Banking app. ATM fees may apply to certain 7-Eleven® locations in Oklahoma, Hawaii, and Alaska. Any 7-Eleven® location listed on our ATM locator is fee-free.”

34. The Debit Card Agreement and Card Disclosure (affixed hereto as Ex. B) similarly states:

“ATM Mini Statement Fee \$1.50

International POS/ATM Transaction Fee 3% of the transaction amount

Currency Conversion Fee 0.20% of the transaction amount

International ATM Withdrawal \$5.00

Non-Fifth Third ATM Transaction \$2.75 per transaction

[...]

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

35. When a cash withdrawal is made at same time as a balance inquiry at an out of network ATM, Defendant’s account documents indicate to reasonable consumers that those functions count as a single “transaction” triggering a single OON Fee assessment of \$2.75.

36. Defendant and its customers, including Plaintiff, contractually (and uniformly) agree that should the customer, including Plaintiff, make a balance inquiry and a cash withdrawal, the customer, including Plaintiff, will pay a fee of no more than \$2.75.

37. A balance inquiry, whether standing alone or in conjunction with a cash withdrawal, is not reasonably understood as a “transaction” as that term is used in the Deposit Agreement.

38. Merriam-Webster defines “transaction” to mean “something transacted; *especially*: an exchange or transfer of goods, services, or funds.” There is no exchange or transfer involved in a balance inquiry; a balance inquiry is merely a precursor to the actual “transaction”—the cash withdrawal.

39. Moreover, accountholders using a non-Defendant ATM are never warned that they will receive two separate fees from Defendant—plus another one from the ATM owner—when they check their balance before proceeding with a cash withdrawal at the same ATM. Yet that is exactly what happens.

40. As discussed *supra*, ATMs immediately prompt consumers to check their balance, and never warn that such a balance inquiry will be the basis for a fee, either from the ATM owner or from the consumer's own bank. Defendant's disclosures do nothing to disabuse consumers of the reasonable understanding that a balance inquiry will not incur a separate fee when it precedes a cash withdrawal at the same ATM, and never state outright that such a fee will be assessed even when conducted absent a subsequent cash withdrawal. Again, the Fee Schedule says nothing more than "\$2.75 per transaction."

41. Moreover, reasonable consumers like Plaintiff do not understand—and are never warned—that a mere balance inquiry (in which no funds are transferred in any way) counts on its own as a separate "transaction" that could be the basis for an independent OON Fee.

42. Further, Defendant's disclosure that the ATM owner may charge a fee for a balance inquiry "even if you do not complete a fund transfer" is problematic for several reasons.

43. First, as is the case here, owners generally do not charge such fees (and therefore do not disclose such fees). There can thus be no reasonable expectation that Defendant will do so.

44. Second, even if ATM owners did charge such fees, the "even if you do not complete a fund transfer" phrase indicates that a consumer will not be charged a separate OON Fee for a balance inquiry if he does complete a fund transfer (and therefore does pay an OON Fee for that cash withdrawal)—especially where, as here, the ATM owner does not charge separate fees for balance inquiries and never provides an on-screen warning that either it or the consumer's bank will do so.

45. The reasonable consumer understanding that a balance inquiry is not itself an independent transaction or basis for a fee is the very reason the “even if you do not complete a fund transfer” is necessary. *Indeed, the warning would be nonsensical if it was generally understood that the balance inquiry was an independent transaction worthy of a fee.*

46. In other words, if the balance inquiry and the transaction (withdrawal) were not linked and intrinsic to each other in the minds of reasonable consumers—there would be no need to disclose the special case of when they are de-linked.

47. Defendant and its customers, including Plaintiff, contractually agree that should the customer, including Plaintiff, make a balance inquiry, Defendant will not impose any fee on such balance inquiry.

48. Defendant’s specific warning to its customers that the third-party ATM operator may assess a fee on the balance inquiry even if no cash withdrawal is subsequently made is important for another reason in that, as to their own practice, Defendant never asserts the same. Defendant clearly understands the importance of clarifying that third-party ATM operators may charge a standalone fee on balance inquiries, and yet declines to specifically inform customers that Defendant’s uniform practice is to do likewise. More egregious still is that Defendant certainly never informs customers that not only do they assess a fee on balance inquiries even in the absence of cash withdrawals, but that where a customer conducts a balance inquiry *and* a cash withdrawal, Defendant will assess a fee on *both* actions.

49. At the very least, by the repeated use of “may,” Defendant provides itself discretion as to when it will assess OON Fees, and it uses that discretion in bad faith when it assesses an OON Fee on both a balance inquiry and a cash withdrawal at the same ATM.

C. Plaintiff's Domestic Out of Network ATM Withdrawals

50. On March 3, 2017, Plaintiff withdrew \$200 in cash from an out of network ATM in Lake Mary, Florida. Prior to withdrawing the cash, Plaintiff was prompted to check his balance, and he did so. The ATM owner charged Plaintiff \$2 for the cash withdrawal but did not charge a fee for the balance inquiry. Defendant, however, charged Plaintiff two OON Fees of \$2.75 each—one for the withdrawal and one for the “balance inquiry.”

51. The same pattern occurred on a January 29, 2018 out of network ATM withdrawal.

52. Upon information and belief, the balance inquiry fee was assessed by Defendant for usage of an out of network ATM, not by the ATM owner.

53. A balance inquiry is not a “transaction,” pursuant to the governing contract, and that is especially true when a balance inquiry was accompanied by a cash withdrawal.

54. Defendant’s contract does not disclose that a \$2.75 balance inquiry fee will be charged by anyone, much less by Defendant itself, when a balance inquiry precedes a cash withdrawal at the same out of network ATM.

55. Defendant’s contract does not disclose that Defendant imposes a fee on balance inquiries at all.

56. Indeed, the only time “balance inquiry fee” appears in Defendant’s Fee Schedule or account documents is to inform customers that a *third-party* may assess such a fee, not that Defendant itself uniformly assesses such a fee.

57. Plaintiff was shocked to discover later that he was charged two OON Fees by Defendant for his withdrawal, in addition to the ATM owner’s fee for the cash withdrawal, especially because he was not warned that the balance inquiry would incur any fee at all.

58. Plaintiff would not have used the out of network ATMs if he had known he would be charged two OON Fees by Defendant and would not have chosen to bank with Defendant if its

abusive triple-fee scheme had been disclosed. Nor would Plaintiff have proceeded with the balance inquiry and/or cash withdrawal if he had known Defendant would impose a fee merely for checking his balance.

II. FIFTH THIRD ASSESSES 3% INTERNATIONAL TRANSACTION FEES ON U.S. DOLLAR WITHDRAWALS IN FOREIGN COUNTRIES AND CHARGES INTERNATIONAL TRANSACTION FEES ON ATM USAGE FEES

59. First, when an account-holder makes an ATM withdrawal in a *foreign* currency, Defendant assesses an international transaction fee (“ITF”) of 3% of the amount of the transaction. But, in violation of the contract, Defendant also assesses the 3% ITF even on transactions undertaken in U.S. Dollars.

60. Second, when an account-holder makes an ATM withdrawal at a machine located in a foreign country, the foreign ATM owner may assess a usage fee. When it does, Defendant improperly charges its 3% ITF on both the transaction amount *and* the ATM fee assessed by the foreign ATM owner. As an example, if an account holder withdraws \$200 from a foreign ATM and is charged a \$5.00 usage fee by the third-party ATM owner, the account-holder will be charged a 3% ITF on the withdrawal amount, and he will *also* be charged a 3% on the additional ATM usage fee. In other words, Defendant charges a fee on a fee—even though Defendant’s own systems recognize the transaction amount as separate from the ATM usage fee charged by the ATM terminal owner.

61. Both practices violate the contract.

62. Defendant’s Debit Card Agreement states as follows:

Fee Schedule
ATM Mini Statement Fee \$1.50
International POS/ATM Transaction Fee **3% of the transaction amount**
Currency Conversion Fee 0.20% of the transaction amount
International ATM Withdrawal \$5.00

[...]

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

(emphases added).

63. First, the section “FOREIGN CURRENCY TRANSACTIONS” makes clear that the 3% ITF is only assessed on withdrawals made in a foreign currency.

64. But, Defendant assesses the ITF even on all foreign ATM withdrawals, even when those transactions are undertaken in US Dollars.

65. On July 1, 2016, Plaintiff withdrew \$200 in US Dollars from an ATM in Jamaica.

66. In violation of the contract, Defendant assessed a 3% ITF on the \$200 US currency withdrawal, in a total amount of \$6.09.

67. Second, Defendant also assesses the 3% ITF on the ATM usage fee charged by the foreign ATM owner, even though by definition the ATM usage fee is not part of the “transaction amount” and should not be subject to the 3% ITF.

68. With respect to Plaintiff’s July 2016 withdrawal in Jamaica, the ATM owner assessed a \$5 usage fee. The total ITF assessed by Defendant amounted to \$6.09 because Defendant assessed the 3% ITF on the usage fee in addition to the transaction amount.

69. Defendant later reimbursed Plaintiff for the \$5 ATM usage fee—as clear an indication as any that Defendant’s own systems recognize the transaction amount as separate from

the ATM usage fee charged by the ATM terminal owner. Notably, Defendant did not reimburse Plaintiff for the portion of the ITF attributable to the \$5 ATM usage fee.

70. Defendant also assessed the ITF on ATM usage fees on withdrawals that Plaintiff undertook in the Dominican Republic on November 3 and 6, 2017.

CLASS ALLEGATIONS

71. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

72. The proposed classes are defined as:

All Defendant checking account holders in the United States who within the applicable statute of limitations were assessed an OON Fee for a balance inquiry at an out of network ATM (the “National Balance Inquiry Class”).

All Defendant checking account holders in Florida who within the applicable statute of limitations were assessed an OON Fee for a balance inquiry at an out of network ATM (the “Florida Balance Inquiry Sub-Class”).

All Defendant checking account holders in the United States who within the applicable statute of limitation were assessed two OON Fees for a cash withdrawal preceded by a balance inquiry at an out of network ATM (the “National Double Fee Class”).

All Defendant checking account holders in Florida who within the applicable statute of limitation were assessed two OON Fees for a cash withdrawal preceded by a balance inquiry at an out of network ATM (the “Florida Double Fee Sub-Class”).

All Defendant checking account holders in the United States who within the applicable statute of limitation were assessed an ITF on a transaction undertaken in US Dollars (the “National US Currency ITF Class”).

All Defendant checking account holders in Florida who within the applicable statute of limitation were assessed an ITF on a transaction undertaken in US Dollars (the “Florida US Currency ITF Sub-Class”).

All Defendant checking account holders in the United States who within the applicable statute of limitation were assessed an ITF on an ATM usage fee (the “National Usage Fee ITF Class”).

All Defendant checking account holders in Florida who within the applicable statute of limitation were assessed an ITF on an ATM usage fee (the “Florida Usage Fee ITF Sub-Class”).

The National Classes and the Florida Subclasses are collectively referred to as the “Classes.”

The Florida Subclasses are collectively referred to as the “Florida Subclasses.”

73. Plaintiff reserves the right to modify or amend the definition of the proposed Classes before the Court determines whether certification is appropriate.

74. Excluded from the Classes are Defendant, its parents, subsidiaries, affiliates, officers and directors, any entity in which Defendant has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

75. The members of the Classes are so numerous that joinder is impractical. The Classes consist of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to Defendant’s records.

76. The claims of the representative Plaintiff are typical of the claims of the Classes in that the representative Plaintiff, like all Class members, was charged multiple OON Fees for the same ATM usage, were charged balance inquiry fees at all, and was charged improper ITF fees. Furthermore, the factual basis of Defendant’s misconduct is common to all Class members and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes.

77. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

78. Among the questions of law and fact common to the Classes are whether Defendant:
- a. Charged multiple OON Fees on the same ATM transaction;
 - b. Charged balance inquiry OON fees;
 - c. Breached its contract with consumers by charging multiple OON Fees on the same transaction;
 - d. Breached its contract by imposing balance inquiry fees;
 - e. Charged ITF Fees on transactions conducted in US currency;
 - f. Breached its contract with consumers by charging ITF Fees on transactions conducted in US currency;
 - g. Charged ITF Fees on amounts exceeding the “transaction” amount;
 - h. Breached its contract with consumers by charging ITF Fees on ATM operator service fees;
 - i. Breached the covenant of good faith and fair dealing;
 - j. Violated the UCL;
 - k. Whether Plaintiff and the Class were damaged by Defendant’s conduct and if so, the proper measure of damages.

79. Plaintiff’s claims are typical of the claims of other Class members, in that they arise out of the same wrongful policies and practices related to Defendant’s Account Agreement with consumers. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

80. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

81. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Because the amount of each individual Class member’s claim is small relative to the complexity of the litigation, and due to the financial resources of Defendant, no Class member could reasonably afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Defendant’s misconduct will proceed without remedy.

82. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

FIRST CLAIM FOR RELIEF
Breach of Contract
(On Behalf of the Classes)

83. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

84. Plaintiff and Defendant have contracted for bank account deposit, checking, ATM, and debit card services, as embodied in Defendant's Account Agreement and related documentation.

85. No contract provision authorizes Defendant to charge OON Fees for a balance inquiry.

86. No contract provision authorizes Defendant to charge two OON Fees for a cash withdrawal preceded by a balance inquiry at the same out of network ATM.

87. In addition, no contract provision authorizes Defendant to charge ITFs on transactions undertaken in US Dollars or on ATM usage fees.

88. Finally, no contract provision authorizes Defendant to charge ITFs on ATM usage fees.

89. On the contrary, Defendant and the members of the class contracted for terms that include only that Defendant is permitted to impose a \$2.75 fee on OON transactions such as cash

withdrawals, that Defendant is permitted to impose a \$5.00 fee on OON transactions such as cash withdrawals, and that Defendant is permitted to impose a fee of 3% of the transaction amount where the withdrawal is conducted in a foreign currency.

90. Therefore, Defendant, by imposing fees beyond those it was contractually permitted to impose, breached the terms of its Account Agreement.

91. Plaintiff and members of the class have performed all, or substantially all, of the obligations imposed on them under the Account Agreement.

92. Plaintiff and members of the Class have sustained damages because of Defendant's breach of the Account Agreement.

SECOND CLAIM FOR RELIEF
Breach of the Covenant of Good Faith and Fair Dealing
(On Behalf of the Classes)

93. Plaintiff incorporates by reference paragraphs 1-82 and 84-92.

94. Plaintiff and Defendant have contracted for bank account deposit, checking, ATM, and debit card services, as embodied in Defendant's Account Agreement and related documentation.

95. Under the laws of every state where Defendant does business, good faith is an element of every contract. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

96. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

97. Defendant has breached the covenant of good faith and fair dealing in the Account Agreement through its OON Fee and ITF policies and practices as alleged herein.

98. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the Account Agreement.

99. Plaintiff and members of the Class have sustained damages because of Defendant's breach of the covenant of good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

- a. Declaring Defendant's OON Fee and ITF Fee policies and practices to be wrongful, unfair and a breach of contract;
- b. Restitution of all relevant OON Fees and ITF Fees paid to Defendant by Plaintiff and the Classes due to the wrongs alleged herein in an amount to be determined at trial;
- c. Disgorgement of the ill-gotten gains derived by Defendant from its misconduct;
- d. Actual damages in an amount according to proof;
- e. Statutory, punitive and exemplary damages, as permitted by law;
- f. Pre-judgment interest at the maximum rate permitted by applicable law;
- g. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and

h. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: March 29, 2018

Respectfully submitted,

/s/ Ed Normand

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Class

Exhibit 1

Deposit Account Rules & Regulations

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FIFTH THIRD BANK

DEFINITIONS: Important terms used throughout this agreement:

“Account Owner” is a natural person or legal entity in whose name the account is maintained on the Bank’s records. A person who is designated by an Account Owner to act on that Account Owner’s behalf is not an Account Owner, but has the authority of the Account Owner. The Account Owner will be bound by the acts of that representative. The word “Customer” means the same thing as “Account Owner.” Account Owners that are legal entities, including but not limited to corporations, limited liability companies, partnerships, estates and trusts, are not natural persons, and can only act through designated representatives. In such cases, it is the legal entity that is the Account Owner.

“Bank” shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns, with whom Customer has an account (as defined in UCC Article 9) or card.

“Bank Affiliate” shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns.

“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, line of credit account, or any credit or debit program at Bank or Bank Affiliate.

“Contact Us” means that the Account Owner should use one of the methods listed on the back of this booklet when it’s necessary to notify the Bank of any discrepancies with their account or obtain additional account information.

“Obligation(s)” shall mean all loans, advances, indebtedness and each and every other obligation or liability of Customer owed to Bank and/or any Bank Affiliate, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or un-matured, participated in whole or in part, created by trust agreement, lease overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Bank or owed to others and acquired by Bank by purchase, assignment or otherwise, including all expenses and attorneys’ fees incurred by Bank or any Bank Affiliate as a result of or incident to Customer’s obligation of liability. Any Excluded Swap Obligations are specifically excluded from the Obligations.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time and any successor statute.

“Excluded Swap Obligation” means any Swap Obligation that arises from any guaranty or collateral pledge with respect to the Obligations that becomes impermissible under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of Guarantor’s failure for any reason not to constitute an “eligible contract participant” as defined in the Commodity Exchange Act at the time the guaranty or collateral pledge becomes effective with respect to such related Swap Obligation.

“Swap Obligation” means any Rate Management Obligation that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

GENERAL DEPOSIT ACCOUNT TERMS

Deposits and Credits to Your Account

1. All items for deposit or collection, though provisionally credited, are received or purchased subject to proof and collection. Until the proceeds thereof in money are actually received by Bank or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by Customer or the Bank may decline payment drawn on deposits. Bank acts only as Customer's collection agent and shall not be liable for any loss caused by the negligence or failure of its agents, correspondents, or other bank while the item is in their hands or in transit. Customer agrees that Bank can pursue collection of previously dishonored items and waives any time restriction on Bank's election to finally pay or revoke provisional credit for any item. Failure to enforce these rights by the Bank shall not be considered a waiver thereof.
2. The Bank may refuse at any time to accept any deposit and it may, at any time, close the account of any Customer. If an account is closed before interest is credited, you will not receive any accrued interest. An account may be automatically closed if any withdrawal reduces the balance in the account to zero. You agree to pay any fees for the closure of your account in accordance with the "Deposit Account Pricing & Services" section associated with your account and you are liable for any overdrawn amounts. Any checks presented for payment on your account after it is closed will be returned unpaid. The bank will not be liable for any item presented after an account has been closed.
3. The Bank specifically reserves the right to require seven (7) days written notice before funds deposited into savings accounts may be withdrawn.
4. The Bank may, at its sole discretion, limit or refuse to honor a request for a split deposit at any time.
5. If a deposited item is returned unpaid, and resubmitted for payment, the Bank reserves the right to charge a re-presentation fee (not applicable to Express Banking).
6. When a deposited item is returned unpaid and charged back to your account, the Bank reserves the right to charge a returned item fee (not applicable to Express Banking). If an item is returned as a counterfeit item, altered item, or for any other reason, Customer acknowledges and agrees that they will be liable to the Bank for any loss suffered by Bank, regardless of any confirmation of availability of funds done by Bank.
7. When a deposit item is returned unpaid, Customer will receive an image or other record of the item, at Fifth Third's discretion, that will be sufficient for you to protect your rights against the maker.
8. The Bank is not required to provide next day notice of an ACH item credited to a customer's account. Customer will be notified via periodic customer statements. If you have questions on an ACH credit, contact us.

FDIC Insurance

The FDIC protects the depositors of insured Banks against the loss of their deposits due to a bank failure. The standard insurance amount is \$250,000 per depositor. Insurance coverage is dependent upon account ownership categories and subject to FDIC requirements.

Sweep Arrangements: Federal law requires all insured depository institutions to provide the following disclosure to their customers regarding the effect that a sweep arrangement may have on FDIC insurance coverage. Sweep arrangements involving deposit-to-deposit transfers are insured by the FDIC, subject to FDIC requirements. Insurance coverage is dependent upon account ownership categories (e.g. single, joint, revocable trust). If there is a change in account ownership, the funds are aggregated with the deposit account balances of the new owner(s) and insured up to the maximum amount permitted by law. Funds swept via a sweep arrangement that transfers funds from an insured deposit account to a non-deposit investment vehicle or account are not considered a deposit and are not insured by the FDIC. These funds will have general unsecured creditor status. Repurchase Agreement Sweep Accounts Only: Upon transfer of the funds, customers become a legal owner or obtain a perfected security interest in the identified assets. These funds have secured creditor status.

External Sweep Arrangements (i.e. funds swept outside the insured depository institution): Funds not swept to a source outside the institution prior to the applicable cut-off time will be treated as deposits of the depository institution and insured under the applicable FDIC insurance rules and limits.

Checks, Withdrawals, Transfers, and Other Charges

1. Customer 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.
2. The Bank assumes no liability for the payment of a post-dated check, unless notice of such post-dated check is given to the Bank in the form of a stop payment request as described below. If sufficient notice is received, the request will be treated as a stop payment request in accordance with the below stop payment provisions for all purposes including its effective period. It is the customer's obligation to remove a stop payment order for a post-dated item once the item is no longer post-dated.
3. Bank is under no obligation to honor a check presented more than six months after date of issuance, but may charge Customer's account for payment made thereafter in good faith.
4. Customer agrees that Bank can disregard any information on an item other than MICR encoded data, amount, signature of drawer, and identity of payee.
5. Customer authorizes Bank to honor any items bearing Customer's account number if Customer 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 Customer. Customer further agrees that Bank may presume that authorization was obtained by the issuer of the item. For example, if Customer voluntarily gives information about their account (such as the routing number and account number) to a party who is seeking to sell Customer goods or services, and Customer 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. Customer is responsible for all properly payable items.
6. If Bank cannot locate an item in the collection process and Customer suffers a loss, Bank will be liable up to the amount of the item only.
7. **Stop Payment:** 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 to 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 re-credits the account after payment over a verbal and timely stop payment order, Customer 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. Customer agrees that Bank will not be obligated to re-credit the account if Customer received anything of value for the check. Computer generated checks without MICR line cannot be stopped.
8. Customer agrees Bank may charge a fee to anyone presenting an item for payment from Customer's account if such person does not have an account with Bank.
9. **Right to Stop Payment of Pre-Authorized Transfers:** If you have told us in advance to make regular payments from your account, you can stop any of these payments.

Procedure to Stop Payment: Contact us in time for us to receive your request three 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 pre-authorized transfer, the Bank will not make any more pre-authorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

Notice of Varying Amounts: 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.

Bank's Liability for Failure to Stop Payment: 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.

Important Information About Substitute Checks and Your Rights

If you are a consumer customer 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 laws 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, contact us. 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 check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

Account Ownership

1. **Joint Ownership:** Where there is more than one Account Owner (such Account Owners are sometimes referred to as "Joint Customers" in this document), the account shall be deemed as owned as joint tenants with right of survivorship, not as tenancy by the entireties. Any Joint Customer may stop payment, close the account, withdraw all or a portion of the account balance, transfer funds to or from the account, or otherwise transact on the account.

Any such use of the account by any Joint Customer, or an authorized agent of any Joint Customer, shall be deemed ratified and approved by each Joint Customer as if the transaction or activity had been made and authorized personally by any and all of the Joint Customers. All Joint Customers agree to be jointly and severally liable to Bank for any deficit, regardless of which Joint Customer caused a deficit. Each Joint Customer will be liable for any overdraft of any other Joint Customer whether or not receiving any benefit from the payment. Each Joint Customer intends and agrees that the account balance upon his death shall, subject to set off and any and all pledge or security agreements, be the property of the survivor, or if more than one survivor, the survivors shall remain as joint tenants with rights of survivorship between them. A payment to a Joint Customer or the survivor shall be a valid and complete discharge of the Bank from any and all liability. However, upon receipt of notice of death or incompetence of a Customer, Bank may restrict or prohibit further withdrawals until Bank is satisfied that its obligations under law and this Agreement have been met. Payments to the survivor shall be subject to all applicable estate or inheritance laws. If a person is a Joint Customer of a Fifth Third Essential Checking account for students or other account along with a minor, all of the above rules regarding joint ownership apply to that person.

2. In the event the ownership of an account or signing authority on an account is in dispute for any reason, including but not limited to a lost or destroyed signature card, and/or in the event of a conflict between Account Owners or individuals with signing authority on an account, the Bank reserves the right to take action, which may include, without limitation, instituting legal proceedings and/or placing a hold on the account until such time as the dispute or conflict is resolved.
3. **Minor Ownership:** A minor of any age may not be the sole owner of any Fifth Third checking, savings, or Express Banking account. A minor aged 16 or 17 can be a joint owner on an account, as long as his/her parent or adult guardian (age 18 or older) is also a joint owner on the account.
4. **Trust Account:** When the signature card indicates that the account is a "Trust" account, the Trust shall be the Account Owner and the current Trustee(s) shall be the account signator(s). The Trustee(s) shall be responsible for all transactions performed on the account. In the case of a Trustee's death or resignation, the Successor Trustee(s) appointed by the Trust or by court order shall become the Trustee(s). Unless the Trust expressly provides otherwise, all Trust accounts shall be revocable by the grantor thereof during his or her life.
5. **Payable on Death Account:** If your account type permits a payable on death beneficiary or custodian designation, this paragraph applies. When the signature card designates the beneficiary to receive the account funds upon the death of the Customer, it supersedes and revokes any previous appointment of any other beneficiary. Customer may withdraw all or any portion of the account balance during his lifetime and Customer retains the right to revoke the designation of any beneficiary. Bank has the right to deal with the Customer as if a beneficiary was not named. The amount on deposit in this account at the death of the Customer shall belong and be paid to the beneficiary, if the beneficiary survives the Customer, subject to the provisions of this Agreement, the rules of Bank and applicable laws. Payment to the beneficiary after the death of the Customer shall be a valid and full release and complete discharge of the Bank from any and all liability and shall be binding upon the heirs, executors, administrators and assigns of Customer. Bank reserves the right to require satisfactory proof of death of the Customer and survival of the beneficiary.
6. **Custodian Account:** When an account is opened with a Custodial relationship, the signature card will indicate the ownership of the account. For example, the signature card will indicate the ownership as "Minor" and "Custodian" when the Custodian Account is opened for the purpose of making a gift to a minor under the Uniform Transfer to Minors Act (the "Custodian" ownership designation is also used for Representative Payee accounts and Escrow Accounts). The Custodian(s) shall be the donor(s) and the custodian(s) for the minor owner named on the face of the signature card. The custodian(s) shall have all the powers and duties provided by law, including power to withdraw, with or without court order. Minor, as used here, is determined by age, according to applicable state law. For the purposes of the Uniform Transfers to Minors Act, the term minor, determined by applicable state law, as amended from time to time, means under the age of 21 in Florida, Illinois, Indiana, Ohio, Tennessee, Georgia, North Carolina and West Virginia and under the age of 18 in Kentucky and Michigan.
7. Accounts and Cards are not transferable except as otherwise agreed in writing. Assignments and encumbrances other than indebtedness owing to the Bank must be consented to by Bank after receipt of written notice from the depositor.

Statements & Notices

1. Customer 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 Customer via other means, i.e. Internet banking. Customer agrees that Bank will not be liable if Customer fails to exercise ordinary care in examining their statements. Customer 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 customer date. Customer will also notify Bank of any forgery or alteration of any item within thirty (30) days of the statement mailing or made available to customer date. If notification is not received, Bank will have no liability for such item(s). Customer 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. Customer assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.
2. Cancelled checks and original deposit account documents will not be provided in account statements but reproductions will be available upon Customer's request. Fees may apply. These occurrences will not extend the time within which Customer must notify Bank of irregularities shown on their account statement.

Dormant & Inactive Accounts

1. An account becomes dormant after a period of inactivity of 12 months for a checking account (excluding Express Banking) and 36 months for a savings account. Inactivity means there has been no deposit into or withdrawal from the account. See the "Pricing & Services" section of this booklet or ask a Fifth Third representative for the fees associated with dormant accounts.
2. The Bank reserves the right to close an account if there is a zero balance and no activity for a period of time. New checking and savings accounts (excluding Express Banking and Business Banking accounts) not funded and with no activity within 45 calendar days of opening will be closed. Express Banking accounts with a zero balance and no activity for a period of 395 calendar days will be closed.
3. Inactive accounts are subject to escheatment to the State Treasury (in the state of Customer's last address of record with Bank) as unclaimed property. For more information about your state's unclaimed property programs, visit www.unclaimed.org.

Savings Account Transaction Policies

1. **Unlimited Transactions:** You may make an unlimited number of payments from your savings account(s) to your Fifth Third installment, mortgage, or credit card accounts. Withdrawals/Transfers made in person or at an ATM are unlimited.
2. **Transfer/Withdrawal Restrictions:** You are limited to six of the following transactions from your savings accounts each month:
 - Pre-authorized or automatic withdrawals/transfers including but not limited to:
 - Automatic transfers from your savings account to cover an overdraft.
 - Internet Banking - transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at Fifth Third.
 - Pre-authorized ACH or Electronic Transfers.
 - Fifth Third Telephone Banking or any money management payment from your savings account.
 - Point-of-sale transactions with a debit card.
 - Checks or drafts payable to third parties.
3. **Notification of Excessive Transfers:** We will send you notice after the first and second month of excessive withdrawals or transfers. After three instances in a twelve month period of exceeding the allowable number of withdrawals or transfers, your savings account may be closed and funds placed in a checking account, or you may be offered other options to eliminate future excessive transfers, including but not limited to removal of the savings account's transfer and draft capabilities.

Other Terms

1. Withdrawals or deposits may be made by the Account Owner in person or by his duly authorized agent; or, in case of death or disability, by his legal representative; and in case of minors, as provided by law. Certain transactions (e.g. ATM deposits) may be restricted prior to account opening. An account is considered opened when the Account Owner has complied with all account opening requirements, including but not limited to, the minimum required funding of the account, if applicable.
2. Any Obligation may be charged to any deposit account in the name of Customer or in the name of any Joint Customer and Customer hereby grants to Bank a security interest in Customer's accounts with Bank and any accounts Customer has with any Bank Affiliate to secure the Obligations, regardless of the amount of contribution by any Customer to such account(s). Customer agrees that the security interest it has granted to Bank hereunder is consensual and is in addition to Bank's common law right of set off. Customer also grants Bank the right, on Bank's own behalf and on behalf of any Bank Affiliate, to set off against any and all funds in Customer's account to pay any Obligation owed by the Customer. Customer acknowledges that the Obligations that are secured by the Bank's security interest and set off rights granted hereby include all present and future Obligations owed by Customer to any Bank Affiliate. Customer agrees that Bank may act in accordance with instructions received from any such Bank Affiliate regarding disposition of any funds in Customer's accounts without any further consent or action by Customer. Bank may exercise its right of set off and its security interest without recourse to other collateral, if any, and even if such action causes Customer to lose interest, have transactions drawn on its account returned, incur an early withdrawal penalty or any other consequence. If Bank exercises its rights hereunder, Bank will notify Customer to the extent required by applicable law. Bank's right of set off and its security interest may not apply to Customer's account to the extent expressly prohibited by applicable law.
3. **Business Transactions:** Personal or consumer account types should not be utilized for business transactions. Bank reserves the right to close personal consumer deposit accounts used to process business transactions. Bank may, in its sole discretion, refuse to honor items presented that are payable to a business accompanied by a request to cash the item or deposit the item into an individual account.
4. Bank may at its sole discretion, with prior notice to Customer (if required), change a Customer's account type.
5. 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.
6. 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 paragraph. This paragraph does not imply that the Bank has an obligation to monitor accounts or transactions.
7. If the account or account funds become involved in any dispute or legal proceedings, including but not limited to, disputes or proceedings which are challenging the ownership or custody of the account and/or the ownership or custody of account funds, the use of the account may be restricted. In the event that we are brought into or must initiate any legal proceedings in regard to the account and/or account funds, including but not limited to the collection of overdrafts, you agree to reimburse us to the extent allowed by law, for any attorneys' fees which we may incur. We may also, at our option, pay the funds to the clerk of an appropriate court, so that the court may decide who owns or controls the money. If we do so, we will ask the court to award our attorneys' fees to us from the account.
8. Should the Bank be served with any legal process which affects the account, the Bank may without liability suspend payment on any account which it believes to be affected thereby until final determination of such legal proceeding or appropriate resolution of the legal proceeding, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of Account Owners, or other mistake. Should the Bank be served with garnishment in the name or names of any Joint Customer, each Customer agrees that Bank's remittance of any amounts constitutes an authorized withdrawal as provided herein. The Bank shall not be liable for any damages to Account Owner by reason thereof, providing the Bank shall have acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by the Bank and to Bank's security interest and right of set off. Customer acknowledges and agrees that Bank may collect fees associated with the processing of these orders from Customer's account(s) for a period of up to six months.
9. If the Bank incurs any expenses, including administrative costs and reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, the Bank may charge such expenses to

Customer's account without prior notice to Customer. Any garnishment or other levy against Customer's account is subject to the Bank's right of setoff and security interest.

10. The Bank will not be liable for any damages whatsoever if the Bank acted in good faith.
- 11. Bank's Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our account agreement with you (including all rules and regulations governing your account), we will be liable for all losses not to exceed the amount of the transfer. We will not be liable, however in instances such as:
- If, through no fault of ours, you do not have enough money in your account to complete the transfer;
 - If the transfer would go over your credit limit on your line of credit account;
 - If Fifth Third Bank ATMs or other ATM terminals where you are making the withdrawal do not have enough cash;
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
 - If the funds in the account are subject to legal process or other encumbrance restricting such transfer;
 - If Fifth Third Bank ATMs or other ATM terminals or system is not working properly due to normal maintenance activities or malfunction;
 - If the Fifth Third Internet Banking system was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems;
 - If there is an allegation of fraudulent activity concerning the account; or
 - If other rules, regulations, or agreements of the Bank so provide.
- 12. Sub-accounting for Checking Accounts:** Each checking account will consist of a checking subaccount and a non-interest bearing savings subaccount. Checks, debits and other items presented for payment will be posted to the checking subaccount. Bank may transfer funds between these subaccounts from time to time as follows. Bank may establish a threshold balance for your checking subaccount by reviewing the master account historic activity to determine the amount not routinely needed to pay debits ("threshold balance"). If the balance in your checking subaccount during any calendar month exceeds this threshold balance, Bank may transfer the excess funds to the savings subaccount. Bank may also sweep the entire balance of your checking subaccount into the savings subaccount during the weekend when no items will post to your account.
- If the balance in your checking subaccount falls below the threshold balance during any calendar month, we will transfer funds to your checking subaccount from your savings subaccount sufficient to restore the checking subaccount to the threshold balance. Bank may not make more than six transfers out of the savings subaccount during any calendar month. If a sixth transfer is necessary, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the calendar month. In that event, at the end of the calendar month, Bank will transfer funds in excess of the threshold balance from the checking subaccount to the savings subaccount. Because the savings subaccount is used for internal purposes only, you cannot access it directly. Bank's transfers of funds into and out of the savings subaccount will be the only transactions on the savings subaccount. Transfers between subaccounts will not appear on your statement and will not be subject to any fees. The combined balances of both subaccounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered. Interest-bearing checking accounts only: The subaccounts will not affect your use of your interest-bearing checking account, funds availability, or the interest paid on your account. The interest rate that applies to your interest-bearing checking account will apply to both subaccounts.
- 13. 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 version. The English version is the document that will govern the relationship between you and the Bank.
14. Customer 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 [five (5) years for Florida residents] after receipt of the item and Customer and Customer's heirs, assigns, and personal representatives release Bank from any liability therefore on Customer's behalf.
- 15. Unlawful Internet Gambling Enforcement Act Notification:** Restricted transactions are prohibited from being processed through any Fifth Third Bank account or relationship. A restricted transaction includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the

business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful Internet gambling. It includes credit or the proceeds or extension of credit (including credit extended by use of a credit card); electronic fund transfers or funds transmitted by or through a money transmitting business; or a check, draft or similar instrument that is drawn on or payable at or through any financial institution.

Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

16. Telemarketing Sales Rule: If you are subject to the requirements of the Telemarketing Sales Rule as promulgated by the Federal Trade Commission (together with any additional or related rules and policies, the, "TSR"), you are prohibited, among other requirements, from creating and using certain payment methods including "remotely created payment orders" (including a "remotely created check") as defined in the TSR (collectively, the "Prohibited TSR Payments"). You are responsible for understanding and complying with the TSR and agree that you will not deposit with, initiate or send to, or seek to process with us any Prohibited TSR Payment.

17. ATM Safety & Security: As with all financial transactions, discretion should be applied when using an ATM or night deposit facility. 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.

18. 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 or for collection purposes. 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.

These Rules & Regulations, as well as the fees and charges associated with your account(s) may be altered or amended at any time by the Bank and as altered or amended shall be binding on all Customers. The current version of these Rules & Regulations is available online at 53.com or in any Fifth Third banking center. Continued use of products constitutes acceptance of the terms.

FUNDS AVAILABILITY FOR TRANSACTION ACCOUNTS (excluding Express Banking)

Fifth Third Bank is continually working to improve the collection of checks and the availability of funds for withdrawal. The Expedited Funds Availability Act (Regulation CC) gives the Federal Reserve Board powers to expedite the collection and return of checks. Fifth Third Bank is required to notify you of the details of this regulation which affect the availability of funds deposited to your checking account.

1. If you present an item to be cashed, Bank may place a hold on a corresponding amount of available funds in your account for the same amount of time the funds would not have been available had the item been deposited into your account.
2. Savings accounts are not covered under Regulation CC, but the Bank reserves the right to place a hold to guarantee funds.

Follow these steps to determine the availability of your deposit:**STEP 1: Determine the Day of Your Deposit**

1. Our policy is to make funds from your in-person cash deposits available to you on the calendar day we receive your deposit, subject to applicable cut-off times. Electronic direct deposits and wires will be available on the Business Day we receive the deposit.
2. **Business Day:** "Business Day" is defined as Monday through Friday, excluding Federal Holidays or as otherwise posted in the Banking Center. For deposits made on Saturday, Sunday, or a Federal Holiday, the day of your deposit is the next Business Day.
3. The types of deposits available on the first Business Day after the day your deposit is received by a Fifth Third Bank employee are:
 - U.S. Treasury checks that are payable to you,
 - Federal Reserve Bank checks that are payable to you,
 - Federal Home Loan Bank checks that are payable to you,
 - Postal money orders that are payable to you.
 - State and local government checks *
 - Cashier's and certified checks *

* Business/Commercial Accounts: A special deposit slip must be obtained from a Fifth Third Bank customer service representative in order to process these types of deposits for next day availability, provided the item(s) are payable to you and deposited into your account.

If you do not make your deposit of the items listed above in person to a Fifth Third Bank employee (for example if you mail the deposit or through the Night Depository), funds will be available no later than the second Business Day after the day your deposit is received.

4. **Business Day Cut-Off Times:** If you make a deposit at any banking center on a Business Day that the banking center is open and prior to closing, we will consider that day to be the day of deposit. However, if you make a deposit on a day that we are not open or after the banking center is closed, we will consider that the deposit was made on the next Business Day that we are open. Contact us for additional information on your banking center's hours of business.

Funds received after certain cut-off times for certain channels and products may be credited as of the next Business Day. Refer to the chart below for details.

Deposits made after cut-off times will reflect on your account statement the following Business Day.




Channel	Cut-Off Time
In Person at a Fifth Third Banking Center	Banking Center Closing Time (varies by location)
Night Depository at a Fifth Third Banking Center	7:00 a.m. local time
Fifth Third ATM	7:00 p.m. ET
Mobile Deposit	8:00 p.m. ET
Online Banking Mobile Banking (transfers) Automated Telephone Customer Service Line	9:00 p.m. ET
Deposits Made Using Fifth Third's Cash Vault Services (Business Accounts Only)	2:00 p.m. ET* <i>*based on when deposit is received at our cash vault</i>

Note: The cut-off times listed above also apply to associated debits that may post to your account, such as ATM withdrawals and funds transferred from a Fifth Third account to another Fifth Third account, loan, or credit card. Transfers to or from a non-Fifth Third deposit account made via Online Banking may be subject to different cut-off times which are disclosed to you in Online Banking.

STEP 2: Determine What's Available and When

Once deposits are available, you can withdraw the funds in cash, and we will use the funds to pay transactions you have initiated. Funds deposited on a non-Business Day will follow the next Business Day cutoff.

Please note the manner in which you make your deposit and cut-off times can impact funds availability:

		
Immediately	Same Business Day	Next Business Day
<p>Available for same-day cash withdrawals and purchases. Available to pay checks, withdrawals, purchases, and cover any items that may post to your account that night.</p>	<p>Available to pay checks, withdrawals, purchases, and cover any items that may post to your account that night. Available for next-day cash withdrawals.</p>	<p>Available for next Business Day cash withdrawals, and to pay checks and items that may post to your account the next night.</p>
<p>Cash</p> <ul style="list-style-type: none"> Cash deposited at a Fifth Third Banking Center or Fifth Third ATM <p>Transfers</p> <ul style="list-style-type: none"> Transfers from a Fifth Third account made at a Banking Center. Transfers from a Fifth Third account made at a Fifth Third ATM before 7:00 p.m. ET. Transfers from a Fifth Third account made through Online Banking, Mobile Banking, or our Automated Telephone Customer Service Line before 9:00 p.m. ET. <p>Checks</p> <ul style="list-style-type: none"> Mobile Deposits, using Fifth Third's "Immediate Funds" Service, made before 11:59 p.m. ET. Checks converted to cash via Fifth Third Cash Access and deposited at a Banking Center. Personal Accounts: \$100 of your total check deposits made in any manner (Banking Center, ATM, Mobile Deposit using standard availability service). <p>Electronic Direct Deposits</p> <p>Wire Transfers</p>	<p>Transfers</p> <ul style="list-style-type: none"> Transfers from a Fifth Third account made at a Fifth Third ATM after 7:00 p.m. ET. Transfers from a Fifth Third account made through Online Banking, Mobile Banking, or our Automated Telephone Customer Service Line after 9:00 p.m. ET. <p>Checks</p> <ul style="list-style-type: none"> Personal Accounts: Remaining funds of Fifth Third checks deposited in any manner (Banking Center, ATM, Mobile Deposit using standard availability service). 	<p>Checks</p> <ul style="list-style-type: none"> Personal Accounts: Remaining funds of non-Fifth Third checks deposited in any manner (Banking Center, ATM, Mobile Deposit using standard availability service). Business Accounts: \$200 of total check deposits made in any manner (Banking Center, ATM, Mobile Deposit); remaining funds will be available on the second Business Day after we receive the deposit. <p>Longer Delays May Apply</p> <p>See STEP 3 for circumstances where delays may impact the availability of your deposits.</p>

***Note:** Cut-off times are specified as Eastern Time Zone (ET). Deposits made in a different time zone after the cut-off times listed above will not be immediately available.

STEP 3 - Consider Circumstances Where Longer Delays May Apply

In some cases, funds that you deposit by check will not be available according to the schedule defined herein. If all the funds from your non-ATM/mobile deposit will not be available according to the scenarios described herein, a customer service representative will notify you when your funds will be available at the time you make your deposit. If we decide to take this action after you leave the premises, we will mail you notice of when the funds will be available by the Business Day after we receive your deposit or the Business Day following the day the facts upon which a determination to hold your funds become known to the Bank.

If your deposit is not made directly to a bank employee, and if we decide to take this action, we will mail you notice when the funds will be available by the Business Day after we receive your deposit or the Business Day following the day the facts upon which a determination to hold your funds becomes known to the Bank.

If you want to be sure when a particular deposit will be available for withdrawal, you should ask us when the funds will be available. It's important to know that, even though your account may show available funds, the check you deposited may not be authentic or may not have cleared the bank it was drawn on.

Extraordinary circumstances which may delay the availability of funds deposited for a longer period include, but are not limited to:

- Reason to believe the check deposited will not be paid.
- Checks totaling more than \$5,000 that are deposited on the same day.
- A check is re-deposited that has been returned unpaid.
- The deposit account has been repeatedly overdrawn in the last six months.
- An emergency, such as failure of communications or computer equipment, occurs.
- An operational issue has occurred, such as failure of an ATM-owning financial institution to timely balance or reconcile the ATM and/or the ATM deposits.

Availability of funds will generally be no later than the seventh Business Day after the day of your deposit.

Funds Availability for New Accounts

An account (excluding Express Banking) is considered a new account during the first 30 calendar days after an account is established. An account is not considered a new account if Customer has had, within 30 calendar days before the account is established, another transaction account at Bank for at least 30 calendar days.

Funds from deposits of cash and the day's total deposits of cashier's, certified, traveler's, U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank checks, Federal Home Loan checks and state and local government checks will be available on the first Business Day after the day your deposit is received by the Bank provided all checks are payable to you and you use a special deposit slip, if required. For business/commercial accounts, if you do not make this deposit in person to a Bank employee, or use a special deposit slip, if required, the funds will be available on the second Business Day after the day your deposit is received by the Bank.

Funds from wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from all other check deposits will be available no later than the ninth Business Day after the day of your deposit.

Endorsements

Part of the Expedited Funds Availability Act is to standardize check endorsements.

As a depositor of checks, the regulation limits the location of your endorsement to the top 1.5 inches at the trailing edge of the check. The trailing edge is directly behind where the "Pay to the Order" is printed. This is where most endorsements are usually placed.

Any marks below the 1.5 inches on the back of the check may obscure the bank's information and ultimately result in a delay in returning the check, and could result in the forfeiture of your right to the recovery of those funds.

Transfer Limitations

The following limitations apply to Electronic Transfers:

- Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.
- The immediate use of deposited funds is restricted by the Account Agreement.
- For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATMs or other ATMs.
- There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.
- Once you have placed a stop payment order on a pre-authorized transfer, we will not make any more pre-authorized transfers to the person whom you were going to pay until we receive a new written authorization from you.
- No deposits or withdrawals may be made on a dormant account through Fifth Third ATMs or other ATMs.
- For security reasons, there may be other limits on the number and amount of transactions you can make using Fifth Third Bank ATMs or other ATM terminal systems.
- The Bank specifically reserves the right to require seven (7) days written notice before funds deposited in any savings deposit account may be withdrawn.

ACCOUNT OVERDRAFT & RETURNED ITEMS (excluding Express Banking)

Managing Your Account

You can avoid overdraft situations by always making sure you have sufficient funds in your account to cover all of the debits (-) you make. We have services available to help you keep track of your account balance and the money you have spent. These include:

- Logging on to 53.com
- Using our mobile app
- Enrolling in text or email alerts
- Using a Fifth Third ATM
- Contacting us at the phone number listed on the back of this booklet.

We also offer several options that may help you manage times when you are facing an overdraft situation. These options include Overdraft Protection and, for consumer accounts, Overdraft Coverage for ATM and one time debit card transactions. You can get more information on these options by contacting us.

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,
- Transactions at a non-Fifth Third ATM.

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.

Overdraft Calculation Order

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

START with your ending Daily Balance from the prior Business Day. This can be found on Online Banking at 53.com, by reviewing your periodic statement, or by contacting us.		
FIRST Add in Credits (+)	Examples of credits (+) may include: <ul style="list-style-type: none"> • Posted deposits, including cash deposits and direct deposit of your paycheck • Funds available from Pending Deposits (such as ATM deposits and Mobile deposits) • Transfers into the account such as ACH and wire transfers • Online/telephone/Mobile Banking transfers into the account • Refunds • Returned Items 	
SECOND Deduct Posted Time-Stamped Debits (-)	Examples of Posted Time-Stamped Debits may include: <ul style="list-style-type: none"> • Posted ATM withdrawals • Posted Debit Card purchases • Posted online/telephone/Mobile Banking transfer to another Fifth Third Account • Posted time-stamped ACH debits (such as Zelle Pay) 	<i>In this order:</i> Oldest to Most Recent
THIRD Deduct Posted Batch Debits (-)	Examples of Posted Batch Debits may include: <ul style="list-style-type: none"> • Posted Checks written • Posted online/telephone transfers to a non-Fifth Third account • Posted Online Banking bill payments • Posted outgoing ACH transfers (automatic bill payments) • Posted outgoing wire transfers 	<i>In this order:</i> Largest Amount to Smallest Amount
FOURTH Deduct Fees and Service Charges	Fifth Third account fees and services charges on your account	<i>In this order:</i> Largest Amount to Smallest Amount

Terms to Understand

Time-stamped Debits (-) generally are debits (-) that are authorized at the time of use (for example, at the time you use your debit card for a purchase at a store or for a withdrawal from an ATM) and are later presented to us for payment. Time-stamped Debits (-) are authorized and cannot be returned. Because of this, we pay these items first, in the order they were authorized. Time-stamped debits appear in your account as pending items until they are posted.

Batch Debits (-) generally are debits (-) that are not pre-authorized by us. Batch debits do not include a timestamp, and if you do not have enough money in your account, can often be returned by us to the sender, unpaid.

Pending status is when a debit (-) has been authorized but has not been posted to your account. A common example of this is using a debit card to make a purchase. When your debit card is used at the point of purchase, the debit (-) is authorized and in pending status. When the debit (-) is presented to us for payment, the debit (-) is posted (see below). Typically, debits (-) made with your debit card using a PIN are posted to your account on the same date the transaction is made. Some transactions made with your debit card without using a PIN can take additional Business Days to post. In some cases, the amount of the pending debit (-) may not match the actual amount of the final debit (-). For example, transactions with some merchants (including gas stations and restaurants) may involve an initial hold for a dollar amount that could be higher or lower than the final debit (-). In addition, some transactions with some merchants (such as hotels and car rental companies) will not be debited from your available balance at the time of authorization.

Posting is when a credit (+) or debit (-) is presented to us and applied to your account.

Additional Overdraft Information & Fees

We may assess a fee for overdrafts created by checks, in-person withdrawals, ATM withdrawals, debit card transactions, or other debits. We may assess an overdraft/returned item fee whether we pay or return a debit (-). See the "Pricing & Services" section of this booklet for information on the fees.

If there is not enough money in your account at the end of the day to cover all of your batch debits (-), we may choose to pay any or all of the batch debits (-) or return any or all of the batch debits (-) unpaid.

For debits (-) which require approval at the time of the transaction, such as debit card purchases, we may authorize or decline the debit (-) if the transaction would overdraw your account. Even if we authorize a debit card item, you may still be assessed an overdraft fee if your account does not have sufficient funds to pay the debit (-) when it is actually presented for payment and posts to your account.

These are the ways a debit (-) may be handled when there is not enough money in your account:

- If you choose to enroll, Overdraft Protection may be used to pay the debit (-) (using funds from another Fifth Third account).
- Overdraft Coverage may be applied by the Bank, at the Bank's discretion, to pay the debit (-), resulting in a negative balance in your account.
- Your debit (-) may be returned unpaid

If you are charged overdraft or returned item fees, the fees will be an additional debit (-) to your account and will further increase the negative balance in your account if a deposit is not made on time. For consumer accounts, we will not assess a per-item overdraft fee for ATM and one-time debit card items unless you have accepted Overdraft Coverage on your account for these transactions.

You are Responsible for Overdrawn Accounts. As a Fifth Third customer, you agree to immediately pay to us the amount of any overdraft, plus any related fees. Our payment of a debit (-) when there is not enough money in your account is not an application for credit. You also acknowledge that the amount of deficiency, whether due to the amount of the overdraft or any fees assessed, is immediately due and payable without further demand.

Overdraft Coverage

An overdraft occurs when you do not have sufficient funds in your account to cover a transaction; however, with Overdraft Coverage we may pay it anyway. One way we can cover your overdrafts is by extending a standard Overdraft Coverage service as part of your checking account relationship. As part of this service, we do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made by using your checking account number
- Automatic bill payments

However, we do not authorize and pay overdrafts for the following types of transactions unless you instruct us to do so:

- ATM transactions
- Everyday debit card transactions

If you want us to authorize and pay overdrafts for ATM and Debit Card transactions, contact us or visit 53.com/accountmanagementservices. You may change your Overdraft Coverage preference selection at any time by any of the methods noted above.

Overdraft Protection

With Overdraft Protection, money to cover the overdraft is transferred from another Fifth Third account - Savings, Checking, Credit Card (also known as Ready Reserve Overdraft Protection) or Line of Credit - previously selected by the customer by notifying Fifth Third Bank ("Linked Account"). There is an overdraft protection fee only when a transfer has been made. See the "Pricing & Services" section of this booklet for Overdraft Protection transfer fee information.

An Overdraft Protection transfer to cover insufficient funds will be made automatically at the end of the Business Day the overdraft occurred.

You must have sufficient funds in your Linked Account to cover the overdraft item(s) plus the overdraft protection transfer fee. For all Overdraft Protection transfers, if there are not sufficient funds available in your Linked Account to cover the full negative balance plus the overdraft protection transfer fee amount, we will attempt to transfer enough to cover at least one item plus the Overdraft Protection transfer fee amount - starting with the last debit considered in the Overdraft Calculation Order. After paying as many items as possible with an Overdraft Protection transfer from your Linked Account, additional items may be subject to Overdraft Coverage fees.

If there are sufficient funds to cover the full amount or at least one item, transfers from a Savings or Checking account, Credit Card, or Loan will always be the exact amount needed. The amount of sufficient funds available for transfer differs by type of Overdraft Protection account:

- Sufficient funds from a savings or checking account is determined by the available balance.
- Sufficient funds from a Line of Credit is determined by the available credit limit on the account.
- Sufficient funds from a Credit Card is a variable amount determined by a combination of available credit limit, cash advance limit and other risk factors.

There may be limits on the types of accounts that can be linked to any account for Overdraft Protection transfers. The maximum amount of a transfer from a Credit Card is \$32,767.00. The maximum amount of a transfer from a Savings or Checking account or a Line of Credit is \$99,999.99. If the Linked Account is closed, your Overdraft Protection will be cancelled.

TERMS & CONDITIONS APPLICABLE TO FIFTH THIRD EXPRESS BANKING®

Unless otherwise noted, all General Deposit Account Terms & Conditions, beginning on page three of this booklet, apply to Fifth Third Express Banking.

Eligibility

To enroll in and utilize Fifth Third Express Banking, you must be a U.S. Resident and at least 16 years of age or older at the time of origination.

Loyalty Pricing (applicable to Express Banking only)

Express Banking gives you the opportunity to earn discounts for the continued usage of qualifying transactions. As you conduct certain transactions, we will graduate you up through Loyalty Tiers that provide discounts for certain services. Cash Service transactions processed in a Banking Center and through Mobile Deposit using Fifth Third's "Immediate Funds" Services will be aggregated real-time for purposes of determining the Tier level.

Qualifying transactions to advance up Tier levels include:

- Direct Deposit or ACH credits.
- ACH debits (*effective April 14, 2018*).
- Debit Card purchases.
- ZelleSM transactions (*effective April 14, 2018*).
- Check cashing.
- Money Orders.
- Cashier's Checks.
- Mobile Deposit using Fifth Third's "Immediate Funds" Service.

Note: Some transactions post in a batch debit process at the end of each Business Day. Because of this, Debit Card transactions, Direct Deposits, and ACH transactions will not be applied toward your Tier level until the day following transactions posting.

Transactions & Services

Check Deposit Restrictions: Checks cannot be deposited directly into Express Banking Accounts at a Fifth Third Banking Center, ATM, Fifth Third Night Depository, or via mail.

- If you attempt to make a check deposit via mail or through a Fifth Third Night Depository, the deposit will not be processed and check(s) will be returned to you.
- Checks presented in person at a Fifth Third Banking Center can be cashed using our check cashing solution. You can deposit that cash right into your Express Banking account. Applicable Banking Center Check Cashing Fees will apply. These fees are listed in the "Express Banking Pricing & Services" section of this booklet.
- Checks can also be deposited via Mobile Deposit using Fifth Third's "Immediate Funds" Service. Applicable fees will apply. These fees are listed in the "Express Banking Pricing & Services" section of this booklet.

No Check Writing Capability: This payment type is specifically prohibited with Express Banking. Checks are not real-time payments and therefore cannot be reflected in your balance quickly enough.

- Fifth Third will not honor a check if sufficient funds are not present to cover the item. We will not charge a fee for this transaction.
- Fifth Third reserves the right to reject a check presented against the account even if sufficient funds exist to cover the item, at no cost/fee to you.
- Fifth Third reserves the right to close your Express Banking account if checks are presented against the account.
- Furthermore, the Bank may at its sole discretion, with prior notice to the Customer (if required), change a Customer's account type. This could cause a disruption for you as your account number would likely change.

Direct Deposit: You may, and we may encourage you to, provide your routing and account number to your employer or government agency for the purpose of Direct Deposit.

Debit Card: Fifth Third Express Banking offers the ability to select a Debit Card for your account. This Debit Card can be used to make purchases at point of sale, send funds electronically, or make payments online. Debit Card transactions that are processed will count toward your Loyalty Tier. Please note Debit Card transactions post in a batch debit process at the end of each Business day. Debit Card transactions do not happen in real time and will not count toward your Tier until the day following transaction posting.

Express Banking Funds Availability Policy

Not all Express Banking transactions happen in real time. Debit card transactions can sometimes be delayed from the time that they are authorized until the time that they are settled. We will reject a debit card authorization if the transaction will turn your current balance into a negative value. However, we cannot reject the settlement record even if it overdraws your account. We will not charge you a fee if we reject or accept the transaction.

Our policy is to make funds from your cash deposits available to you on the calendar day we receive your deposit, subject to applicable cutoff times. Electronic Direct Deposits and wire transfers will be available on the Business Day we receive the deposit. "Business Day" is defined as Monday through Friday, excluding Federal Holidays. Once deposits are available to you, you can withdraw the funds in cash, and we will use the funds to pay transactions you have initiated.

Note the manner in which you make your deposit and cutoff times can impact funds availability.

Additional Overdraft Information and Fees (applicable to Express Banking only)

In any instance where your account is overdrawn, no fee will be charged.

For debits (-) which require approval at the time of the transaction, such as debit card purchases, we will decline the transaction if the authorization amount requested is more than your available balance.

Express Banking Pricing & Services

Account Opening & Usage	
Minimum Deposit Needed to Open Account	\$0
Express Banking Monthly Fee	\$0
Enrollment Fee	\$0
Cash Deposit Fee	\$0
Overdraft or Returned Item Fees	\$0
Return Deposit Item Fee	\$0
Dormant Account Monthly Fee	\$0 (through April 13, 2018) Effective April 14, 2018: \$5/month for accounts with balances of \$0.01 up to \$99.99, after being inactive for a period of 395 calendar days. No monthly fee for inactive accounts with balances of \$100 or more.
Express Banking Account Closure Fee	\$0

Express Banking Loyalty Tiers				
Tier Level	1	2	3	As you conduct certain transactions, we will graduate you up the Tiers. You never go backward, but instead, your transactions count for as long as you own the relationship. Once you reach Tier 3, you stay there.
Number of Transactions	0-4	5-15	16 +	

Express Banking Tier Pricing - effective through April 13, 2018

	Tier 1	Tier 2	Tier 3
Cashier's Check Fee	\$8.00	\$6.00	\$4.00
Money Order Fee	\$2.00	\$1.50	\$1.00
Identity Alert	\$9.95	\$9.95	\$6.00
Identity Alert Premium	\$14.95	\$14.95	\$9.00
Goal Setter Savings Account Monthly Service Charge	\$5.00	\$5.00	\$0
Banking Center Check Cashing Fees			
On-Ups (Fifth Third Check)	1.00%	0.50%	Free
Payroll, Government, and Non-Personal Checks	2.00%	1.50%	1.00%
Personal Checks	4.00%	3.00%	2.00%
Pricing for Mobile Deposit using Fifth Third's "Immediate Funds" Service			
Payroll, Government, and Non-Personal Checks	2.00%	1.50%	1.00%
Personal Checks	4.00%	3.00%	2.00%
Other Banking Center and Mobile Deposit Pricing			
Minimum Fee Assessed	\$4.00	\$3.00	\$2.00
Minimum Check Amount (at or below this amount is a free transaction)	\$20.00	\$20.00	\$20.00
Maximum Fee Assessed for On-Ups Checks only	\$25.00	\$25.00	\$25.00

Listed services qualify for a discount based on your Tier level. Remember, if the average balance in your Goal Setter Savings account is \$500 or greater, you will not be assessed a monthly service charge regardless of what Tier level you have reached.

Our check cashing solution lets you cash practically any kind of check at competitive rates. Then, you can deposit that cash right into your Express Banking Account!

Using Fifth Third's mobile app you can deposit checks through your mobile device with funds available in seconds.¹

Express Banking Tier Pricing - effective beginning April 14, 2018

	Tier 1	Tier 2	Tier 3
Cashier's Check Fee	\$8.00	\$6.00	\$4.00
Money Order Fee	\$2.00	\$1.50	\$1.00
Identity Alert	\$9.95	\$9.95	\$6.00
Identity Alert Premium	\$14.95	\$14.95	\$9.00
Goal Setter Savings Account Monthly Service Charge	\$5.00	\$5.00	\$0
Banking Center Check Cashing Fees			
On-Ups (Fifth Third Check)	1.00%	1.00%	Free
Payroll, Government, and Non-Personal Checks	2.00%	2.00%	1.00%
Personal Checks	4.00%	4.00%	3.00%
Pricing for Mobile Deposit using Fifth Third's "Immediate Funds" Service			
Payroll, Government, and Non-Personal Checks	2.00%	2.00%	1.00%
Personal Checks	4.00%	4.00%	3.00%
Other Banking Center and Mobile Deposit Pricing			
Minimum Fee Assessed	\$5.00	\$4.00	\$4.00
Minimum Check Amount (at or below this amount is a free transaction)	\$20.00	\$20.00	\$20.00
Maximum Fee Assessed for On-Ups Checks only	\$25.00	\$25.00	\$25.00

Listed services qualify for a discount based on your Tier level. Remember, if the average balance in your Goal Setter Savings account is \$500 or greater, you will not be assessed a monthly service charge regardless of what Tier level you have reached.

Our check cashing solution lets you cash practically any kind of check at competitive rates. Then, you can deposit that cash right into your Express Banking Account!

Using Fifth Third's mobile app you can deposit checks through your mobile device with funds available in seconds.¹

¹ Fifth Third Express Banking does not allow for use of Fifth Third Bank Online Bill Pay. Mobile Internet data and text messaging charges may apply. Subject to Digital Services User Agreement, including applicable cut-off times.

ELECTRONIC FUND TRANSFER

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFT's). 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 direct deposits to your account, 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.

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.

Contact in event of unauthorized transfer: If you believe your card or password/PIN has been lost or stolen, contact us.

You should also contact us 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, excluding Federal Holidays.

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:

1. Pay for purchases.
2. 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. A fee may be imposed by an automated teller machine (ATM), and by any network used to complete the transaction, when you initiate an electronic fund transfer or make a balance inquiry.

Confidentiality: We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

Right to Receive Documentation of Transfers

Preauthorized credits: If you arrange to have direct deposits made to the Account at least once every sixty (60) days from the same person or company, you can contact us to find out whether or not the deposit has been made.

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.

ATM Transfers: You will get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines (ATM) or point-of-sale terminals.

Error Resolution

In case of errors or questions about your electronic transfers, contact us 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:

1. Tell us your name and account number.
2. 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.
3. 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 errors involving new accounts opened within thirty (30) days or less, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

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.

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, the deposit of government payments such as Social Security and payroll payments and other deposits to your accounts if these deposits are received by the Bank electronically, and the withdrawal of money from your account to pay insurance premiums or other bills if these withdrawals are made electronically and have been pre-authorized by you in writing.

Any account holder (Customer), whether individually or jointly, may utilize the transfer or payment capabilities of any electronic banking product offered by Bank. Customer agrees to keep confidential all account and personal identification information necessary to utilize any electronic banking product. Customer agrees that any other User of electronic banking services is authorized or permitted by Customer to make transfers from Customer's account upon transmitting the applicable account or personal identification information until Customer has taken all steps necessary to revoke such authorization by preventing such use by any User. Customer 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.

Each customer agrees to pay Bank for all purchases made, services rendered, and cash or funds advanced by or to any User using electronic banking. This liability will be joint and several as to all joint Customers. Except as specifically prohibited by law or regulation, Customer hereby waives as against Bank all claims, defenses, rights and offsets of Customer 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 all Rules and Regulations Applicable to All Fifth Third Consumer and Business Banking Accounts and Cards (excluding Express Banking), as amended from time to time. Bank reserves the right to refuse or terminate Customer'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 Transfer Types and Limitations. Customer authorizes the disclosure to any merchant or other payee of the information relating to the Customer's accounts as is reasonably necessary to operate the electronic banking service. The laws of the United States and the State of Ohio govern this Agreement regardless of the Customer or User's place of residence and all transfers are agreed to be originated within the State of Ohio. Customer and User hereby consent to service of process, personal jurisdiction and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under these Rules & Regulations Applicable to all Fifth Third Accounts and Cards (excluding Express Banking).

Please understand that not every automatic or pre-authorized deposit or 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:

"Bank", as used herein, shall mean any affiliate of Fifth Third Bancorp.

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

"Card" shall mean one or more plastic credit or debit cards or any other access device issued or approved by the Bank for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, line of credit account or any credit or debit program at Bank.

"Deposit" shall mean any transfer of money into your account.

"Electronic Banking Delivery Systems" allow you to access your accounts using automated tellers, touch-tone phones or other devices by which you make deposits, transfers or withdrawals from your account.

"Telephone Banking" allows you to access your account using any touch-tone phone.

"Withdrawal" shall mean 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 System" 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" shall mean any electronic banking transaction, including deposits or 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 Online 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.

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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 Re-Presentation

(This section applies to consumer accounts, excluding Express Banking)

A check may be re-presented from a person's bank to whom Customer has written a check which Bank has returned to that bank by electronic re-presentation. If Bank receives an Re-presented 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 this Rules and Regulations Brochure will not apply to these transactions. The following conditions must be met for an RCK to be charged to Customer'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 Presentation 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 re-presentments will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentation 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-presentation 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.

Wire Transfers

The following terms apply to wire transfer requests:

1. Customer is solely responsible for the content of the request and the accuracy and completeness of the information contained in the request. Bank will rely on the information contained on the request in carrying out Customer's instructions.
2. Customer represents and agrees that all transfers requested are for lawful purposes and comply with all applicable laws and regulations, including those relating to foreign asset control, funding of terrorism and anti-money laundering.
3. **Evidence of Authority:** Bank may require evidence of the authority of the person submitting the request to act for the named customer before acting on the Request.
4. **Instructions:** Bank will rely on the information provided in the Request in executing the payment order on Customer's behalf. Bank has no obligations to detect any errors in the Request and no liability for any incorrect or missing information in the Request. No instructions or other restrictions accompanying the Request shall be effective unless expressly accepted and agreed to in writing by Bank.

5. **Verification:** Customer understands that Bank may in its discretion seek to verify the authenticity of the Request pursuant to the Bank's Security Procedures.
6. **Payment to Bank:** Bank is authorized to debit Customer's account for the US Dollar amount of the transfer at the time Bank processes the payment order. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment will be made pursuant to that bank's policies and Customer is responsible for any effects of such payment. For consumer international transactions see Pre-Payment and Disclosure Receipt. The Bank's Fee Schedule is available upon request.
7. **Cancellation or amendment of wire transfer:** With respect to consumer international transactions, Customer has 30 minutes to request Bank to amend or cancel the Request or payment order. For all other transactions, Bank has no obligation to amend or cancel a request or payment order after the Request has been submitted by Customer. If Customer makes a verifiable request to cancel or amend in accordance with Bank's procedures, Bank will make a good faith effort to act on it provided the payment order has not been executed and there is a reasonable amount of time to act on the request. Bank shall have no liability whatsoever if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.
8. **Name and Numbers:** Customer agrees that Bank, and any bank or intermediary are entitled to rely on the account number and bank identification numbers provided to us without any obligation to look at the name of the beneficiary or bank which may also appear in the Request or payment order, even if the number identifies a person different than the named beneficiary or bank. If Customer provides an incorrect account number or bank identifier for the recipient, your funds may be misdirected resulting in the loss of your funds.
9. **System Rules:** All payment orders are subject to Article 4A of the Uniform Commercial Code ("UCC") in effect in state of the Bank's headquarters and to the rules then in effect for the funds transfer system in which Bank participates and the payment order is made such as the Federal Reserve System, SWIFT and CHIPS. In addition, consumer international transactions are subject to the applicable provisions of Consumer Financial Protection Bureau's Regulation E.

Limitation of Liability and Indemnification

Customer expressly agrees that Bank is only liable for direct actual damages and only to the extent damages are recoverable under the UCC as varied by their Terms. Bank's obligation for services outside the scope of the UCC is limited to the exercise of reasonable and ordinary care. Bank shall not be liable for any errors or delays on the part of any third party, including without limitation, third parties used by Bank in executing a payment order or performing a related act due to any cause other than Bank's failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be Bank's agent. Bank shall not be liable for its refusal to honor any request if, in good faith, it is unable to satisfy itself that such request is valid, based upon adherence to procedures. IN NO EVENT SHALL BANK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW EVEN IF BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except as may be limited by applicable law, Customer agrees to indemnify Bank and hold it harmless (including the payment of reasonable attorneys' fees) from and against all damages, costs, expenses and liability to third parties arising out of, or in connection with, the services provided by Bank or actions otherwise pursuant to customer's instructions except where Bank is grossly negligent or engaged in willful misconduct.

PRICING & SERVICES APPLICABLE TO CONSUMER DEPOSIT ACCOUNTS

The information in the following charts apply to consumer checking and savings accounts, and Express Banking accounts where indicated. See the Fifth Third Express Banking® Terms & Conditions section of this booklet for additional pricing specific to Express Banking.

Account Opening & Usage	
Minimum Deposit Needed to Open Account	\$0. Your account must be funded with 45 days of opening
Checking Account Monthly Service Charge	Preferred Checking: \$25/month Enhanced Checking: \$20/month Essential Checking: \$11/month, or \$8/month with monthly direct deposits totaling \$500 or more See 53.com or the Welcome Kit for qualifications to waive the monthly service charge
Savings Account Monthly Service Charge	Relationship Money Market: \$5/month Relationship Savings: \$5/month Goal Setter Savings: \$5/month See 53.com or the Welcome Kit for qualifications to waive the monthly service charge
Interest Rate	Accounts that earn interest: Enhanced Checking, Preferred Checking, Private Bank Checking, Platinum Capital Account® (PCA), and all savings accounts
Dormant Account Monthly Fee	\$5/month Fee will be assessed for no deposits or withdrawals for the period of 12 months for checking accounts and 36 months for savings accounts. Fee not assessed if balance is greater than \$2,500.
Payments - Checking & Savings Accounts	
Return Deposit Item	\$15/item
Money Orders	\$1 each
Cashier's Checks	\$4 each
Payments & Services - Apply to all Deposit Accounts, including Express Banking	
Stop Payment	\$33/item
Fifth Third and Partner Networks ATM Fee	\$0 - No charge to use Fifth Third ATMs or partner network ATMs ¹
Non-Fifth Third ATM Fee	\$2.75 for U.S. transactions \$5 for international transactions Other ATM network owners may also assess a usage fee No charge to use partner network ATMs¹
International POS/ATM Transaction Fee	3% of transaction amount ²
Currency Conversion Fee	0.20% of transaction amount ²
Incoming Wire Transfers	\$15 each for domestic and/or international wire transfers
Outgoing Wire Transfers (Domestic Wire in U.S. Dollar currency)	\$30 each ³
Outgoing Wire Transfers (Foreign Wire in Foreign currency)	\$50 each ³
Outgoing Wire Transfers (Foreign Wire in U.S. Dollar currency)	\$85 each ³
Processing Garnishment, Attachment, or Levy	\$80, or maximum amount allowed under state law, whichever is less
Obtaining Account Information - Apply to all Deposit Accounts, including Express Banking	
Copy of a Check or Statement	\$5/copy Up to 24 most recent months available through Online Banking at no charge
Copy of Check Images Mailed with Monthly Statement	\$2/month

Debit Card Services - Apply to all Deposit Accounts, including Express Banking	
Gold Debit Mastercard® <i>includes Express Banking Debit Mastercard®</i>	\$0 - No Annual Fee
World Debit™ Mastercard®	\$3.95/month Fee is waived for Preferred Checking, Fifth Third Wealth Management Platinum Capital Account (PCA) and Wealth Management Checking account holders, when that account is the primary account linked to the card.
Stand Up To Cancer Debit Mastercard®	\$10/year Stand Up To Cancer will receive the annual fee associated with this debit card as a donation. No fee waiver.
Debit Card Replacement Fee	\$0 Expedited card shipping (by request): \$30. Fee is waived for Preferred and Private Bank customers.
Non-Fifth Third Cash Advance Debit Card Fee	Greater of \$5 or 3% of the transaction amount, up to maximum \$10

Processing Policies	
Overdraft or Returned Item Fees	Checking & Savings Accounts: \$37/item for each occurrence. Maximum of 5 overdraft fees charged per business day. No per-item fees charged when your account is overdrawn by \$5 or less at the end of the Business Day. Express Banking: No overdraft fees. Not eligible for Overdraft Coverage.
Overdraft Protection Transfers	\$12/transfer
Overdraft Calculation Order	Refer to the "Account Overdraft & Returned Items" section of this booklet.
Funds Availability Policy	Refer to the "Funds Availability" section of this booklet.
Error Resolution	For Errors or Questions on: <ul style="list-style-type: none"> • PIN and ACH Transactions • Lost/Stolen/Unauthorized • Signature transactions Contact us at 877-833-6197 during the hours of operations (Mon-Fri 7am-8pm and Sat 8:30am-5pm ET) Or in writing: Disputes Resolution Department, Madisonville Operations Center, MD 1MOCBX, Cincinnati, OH 45227 <i>To report your card lost or stolen 24/7 call: 800-782-0279</i>

¹ Fifth Third Bank is part of the Allpoint®, Presto!, and 7-Eleven® network of ATMs, which features more than 50,000 fee-free ATMs nationwide. Customers of Fifth Third Bank can use their Fifth Third debit or prepaid card to withdraw cash fee-free from any domestic Allpoint® ATM in addition to Presto! ATMs located in Publix stores, and 7-Eleven® ATMs listed on our ATM locator on 53.com or on our Mobile Banking app. Fees will apply when using your credit card at any ATM to perform a cash advance or when using a credit card to withdraw cash at any Presto! ATM. ATM fees may apply to certain 7-Eleven® locations in Oklahoma, Hawaii, and Alaska. Any 7-Eleven® location listed on our ATM locator is fee-free.

² See Debit Card Disclosure and Card Agreement.

³ Exchange rates, other bank fees, and taxes may apply.

PRICING & SERVICES APPLICABLE TO HEALTH SAVINGS ACCOUNTS (HSA)

Refer to the Health Savings Account (HSA) Fee Schedule provided at account enrollment for applicable fees.

PRICING & SERVICES APPLICABLE TO BUSINESS CHECKING ACCOUNTS

The information in the following charts apply only to Business Standard, Business Premium, and Business Elite Checking Accounts. Contact us for information on any other Business Banking Accounts. Prices of all services are subject to change upon 30 days' notice from Bank.

Account Opening & Usage	
Minimum Deposit Needed to Open Account	\$0
Monthly Service Charge	Business Standard: \$11/month Business Premium: \$25/month Business Elite: \$35/month
Requirements to Waive Monthly Service Charge	<p>Business Standard: Meet any of the following:</p> <ul style="list-style-type: none"> You maintain a combined monthly average balance of \$3,500 across Fifth Third business checking, savings, and CDs.¹ You spend at least \$500 per month across your Fifth Third business credit cards.² You have a personal Fifth Third Private Bank Checking, PCA, or Preferred Checking account with a completed relationship consent form. You are a charitable non-profit organization with a (501)(c)(3) status. <p>Business Premium: Meet any of the following:</p> <ul style="list-style-type: none"> You maintain a combined monthly average balance of \$10,000 across your Fifth Third business checking, savings, and CDs.¹ You have merchant services⁴ AND spend at least \$500 per month across your Fifth Third business credit cards.² You have a Fifth Third business loan or line of credit.⁵ <p>Business Elite: Meet any of the following:</p> <ul style="list-style-type: none"> You maintain a combined monthly average balance of \$25,000 across your Fifth Third business checking, savings, and CDs.¹ You spend at least \$500 per month across your Fifth Third business credit cards² PLUS have one of the following: Electronic Deposit Manager⁶, Cash Management Essentials⁷, or a Fifth Third business loan or line of credit.⁵
Checking Transactions⁸ per Month	Business Standard: 250 at no charge Business Premium: 450 at no charge Business Elite: 650 at no charge Excess transactions are charged \$0.50 per transaction
Dormant Account Monthly Fee	\$5/month (Fee will be assessed for no deposits or withdrawals for the period of 12 months for checking accounts. Fee not assessed if balance is greater than \$3,000.)
Account Closure Fee	\$25
Banking Center Cash Deposits	
Banking Center Cash Deposit¹⁰	Business Standard: \$0 - \$5,000 deposit is free Business Premium: \$0 - \$10,000 deposit is free Business Elite: \$0 - \$25,000 deposit is free Excess cash deposits are charged \$0.0030 per \$1.00 thereafter
Banking Center Courier Stop Scheduled	\$13.00
Banking Center Courier Deposit Charge	\$3.70
Banking Center Deposit Collection Courier	\$11.75
Banking Center Deposit Coin Mixed	\$3.70
Banking Center Deposit Non-Standard Bags	\$155.25 Per Bag
Banking Center Cash Orders	
Banking Center Cash Order¹⁰	Tier 1: First 10 cash orders are free Tier 2: More than 10 cash orders are \$10.00 per order thereafter
Banking Center Order Coin Roll¹⁰	Tier 1: First 40 rolled coins are free Tier 2: More than 40 rolls are \$0.25 per roll thereafter
Banking Center Order Notes Strap¹⁰	Tier 1: First 20 straps at no charge Tier 2: More than 20 straps are \$1.25 per strap thereafter
Banking Center Order Notes Loose¹¹	Tier 1: 0-400 loose notes are \$0.0157 per note Tier 2: 401-925 total loose notes are \$0.0624 per note Tier 3: 926 or more total loose notes are \$0.125 per note

Account Services	
Stop Payment	\$33/item
Fifth Third ATM Fees	\$0 - No charge to use Fifth Third ATMs
Non-Fifth Third ATM Transactions	\$0 - No charge for U.S. transactions and \$5 for international transactions. Other ATM network owners may also assess a usage fee.
International POS/ATM Transaction Fee ⁹	3% of transaction amount ⁹
Currency Conversion Fee ⁹	0.20% of transaction amount ⁹
Internal Transfer	\$26.25 per transfer initiated by Customer, completed by a Fifth Third Employee
Deposit Adjustment Fee	\$12 per adjustment
Return Deposit Item	\$12.50/item
Money Order	\$1.00
Cashier's Check	\$10.75
Paper Statement Fee	\$3 per month. No fee charged if the average collected balance is greater than or equal to \$3,000.
Research Photocopy/Time	\$10.50 per photocopy produced or per quarter hour of research completed by a Fifth Third Employee (through February 28, 2018) <i>Effective March 1, 2018: \$12 per photocopy or per quarter hour of research</i>
Research Time	\$26.25 per quarter hour (through February 28, 2018) <i>Effective March 1, 2018: \$12 per quarter hour of research</i>
Commercial Account Management	\$28 if managed by a commercial officer and annual sales revenues are greater than \$20 million
Deposit Administration Fee	\$0.1350 per \$1000 for customers with annual sales revenues greater than \$20 million
Snapshot Statement	\$6.30
Special Statement	\$28.00 per duplicate statement or statement sent to second address
Standard Confirmation - Written Confirmation Of Audit Inquiry	\$47.00
Balance Inquiry	\$10.75
Commercial Credit Reference	\$78.25
Processing Garnishment, Attachment, or Levy	\$80, or maximum amount allowed under state law, whichever is less
Charged Off Account	\$30/account
Check Excessive Deposit Rejects - Per MICR Item Rejected, Exceeding 1% Of Deposited Items ¹¹	Tier 1: 0-75 MICR rejects are \$0.315 per reject Tier 2: 76-275 total MICR rejects are \$0.365 per reject Tier 3: 276-525 total MICR rejects are \$0.41 per reject Tier 4: 526 or more total MICR rejects are \$0.455 per reject
Special Statement Cut-Off ¹¹	Tier 1: 0-99 requests (other than standard) are \$38.25 per request Tier 2: 100-300 total requests are \$31.00 per request Tier 3: 301 or more total requests are \$15.50 per request

Debit Card Services	
Business Debit Mastercard [®]	\$0 - No Annual Fee
Debit Card Replacement Fee	\$0 Expedited card shipping (by request): \$30. Fee is waived for Preferred and Private Bank customers.

Wire	
Wire Transfer (Incoming)	\$15.50 each for domestic and/or international
Wire Transfer (Outgoing)	\$30 each for domestic; \$50 each for foreign
Wire Incoming Non-Structured	\$26.50
Batch, Branch & Operations Wire Outbound Repetitive	\$18.50
Outbound International Wire Initiated By Commercial Officer	\$104.25
Wire Transfer Repetitive Storage	\$0.785 per wire template stored within system
Batch, Operations, Standing Wire Outbound Non Repetitive	\$26.25

Wire (continued)	
Admin & Branch Outbound - Non Repetitive (Foreign Denominated)	\$41.50
Ex Phone Wire Outbound Repetitive/Non Repetitive /US Dollar International	\$54.50
Ex Phone Wire Outbound	\$8.35
Batch, Operations & Letter Wire Outbound US Dollar International (Via Printed Instructions)	\$42.75
Outgoing US Dollar Wire – Web¹⁰	Tier 1: First 5 wires are \$10 per wire Tier 2: More than 5 are \$25 per wire thereafter
Outgoing International US Dollar Wire – Web¹⁰	Tier 1: Up to 5 wires are \$25 per wire Tier 2: More than 5 wires are \$45 per wire thereafter

Processing Policies	
Overdraft or Returned Item Fees	\$37/item for each occurrence. No per item overdraft/returned item fees are charged when your account is overdrawn by \$5 or less at the end of the Business Day. You will not be charged for more than 5 items per Business Day.
Overdraft Protection Transfers	\$12/transfer. No fee is charged when your account is overdrawn \$5 or less at the end of the Business Day.
Extended Overdraft Fee	\$8/day is assessed if an overdraft is not paid within 5 Business Days. If an account is not brought current, the daily overdraft fees will accrue as of the first calendar day of the overdraft occurrence up to a maximum of 20 calendar days.
Using Unavailable Funds	If the account has an average daily negative collected balance during the service charge cycle, the charge will be \$18 or 18% on the average daily negative collected balance amount, whichever is greater.
Overdraft Calculation Order	Refer to the "Account Overdraft & Returned Items" section of this booklet.
Funds Availability Policy	Refer to the "Funds Availability" section of this booklet.
Error Resolution	For Errors or Questions on: <ul style="list-style-type: none"> • PIN and ACH Transactions • Lost/Stolen/Unauthorized • Signature transactions Contact us at 1-877-833-6197 during the hours of operations (Mon-Fri 7am-8pm and Sat 8:30am-5pm EST) Or in writing: Disputes Resolution Department, Madisonville Operations Center, MD 1MOCBX, Cincinnati, OH 45227 <i>To report your card lost or stolen 24/7 call: 1-800-782-0279</i>

All business checking accounts: Customers purchase checks. The standard deposit insurance amount is \$250,000 per depositor for each deposit insurance ownership category. Please see fdic.gov for insurance coverage.

¹ Any business checking account, savings account, or CD for the same entity may be considered for the combined monthly average balance earn out option to waive the business checking account standard monthly service charge. Contact us for details.

² Business credit cards are subject to credit review and approval. \$500 monthly credit card spend is calculated by looking at all of your Fifth Third Credit Card accounts and adding the total amount spent on any business credit card statement(s) issued within the last 35 days (excludes Professional Card). The business entity owning the Fifth Third Business Checking account must be the same business entity owning the Business credit cards. Ask a Fifth Third representative for details.

⁴ Merchant Services are provided through Vantiv, LLC. Merchant Services disclosures: Merchant Services agreement required. Merchant Services processing fees vary. Contact us for details.

⁵ All business loans and lines of credit are subject to credit review and approval. Business Term Loans must have a balance during the checking statement cycle being evaluated. Business Lines of Credit or Revolving Line of Credit must have a balance or have been used during the checking statement cycle being evaluated. The business entity owning the Fifth Third Business Checking account must be the same business entity owning the Business Loan or Line of Credit. Ask a Fifth Third representative for details.

⁶ Electronic Deposit Manager activation requires customer to sign a Fifth Third Treasury Management agreement. Eligibility requirements apply. Contact us for details.

⁷ Cash Management Essentials activation requires customer to sign a Fifth Third Treasury Management agreement. ACH activation with Cash Management Essentials is subject to credit review and approval. Fees apply. Contact us for details.

⁸ Transactions include: checks paid, deposited items including paper and electronic transactions, cash deposits, deposit tickets, ACH addenda, ACH credits and debits received, and Overdraft Protection transfers. A deposit ticket and cash deposit each count as separate transactions.

⁹ See Business Debit Card Agreement.

Pricing structure for each service charge will vary between price per unit, flat fee, or tiered pricing.

¹⁰ Partitioned Tiered Pricing: The units are priced separately based on the tier they are in.

¹¹ Threshold Tiered Pricing: All units are priced the same based on the total number of units.

PRICING & SERVICES APPLICABLE TO BUSINESS SAVINGS ACCOUNTS

The information in the following charts apply only to Business Savings, Business Relationship Savings, and Business Money Market Accounts. Contact us for information on any other Business Banking Accounts. Prices of all services are subject to change upon 30 days' notice from Bank.

Banking Center Cash Deposits	
Banking Center Cash Deposit²	Fee only assessed for the Business Savings Account Tier 1: \$0 - \$25,000 deposited are \$0.0026 per dollar Tier 2: \$25,001-\$100,000 deposited are \$0.0032 per dollar Tier 3: \$100,001 or more deposited are \$0.0037 per dollar
Banking Center Courier Stop Scheduled	\$13.00
Banking Center Courier Deposit Charge	\$3.70
Banking Center Deposit Collection Courier	\$11.75
Banking Center Deposit Coin Mixed	\$3.70
Banking Center Deposit Non-Standard Bags	\$155.25 Per Bag
Banking Center Deposit Coin Rolled	\$0.11 Per roll
Banking Center Deposit Coin Loose²	Tier 1: First 5 are \$1.60 per occurrence of >\$5 Coin Deposited Tier 2: 6-10 are \$2.90 per occurrence of >\$5 Coin Deposited Tier 3: 11 or more are \$5.55 per occurrence of >\$5 Coin Deposited
Banking Center Deposit Notes Strap	\$0.16 Per strap
Banking Center Cash Orders	
Banking Center Cash Order²	Tier 1: First 5 cash orders are \$2.50 per order Tier 2: 6-10 cash orders are \$6.00 per order Tier 3: 11 or more cash orders are \$12.00 per order
Banking Center Order Coin Roll²	Tier 1: First 20 rolled coins are \$0.06 per roll Tier 2: 21-40 rolls are \$0.11 per roll Tier 3: 41 or more rolls are \$0.27 per roll
Banking Center Cash Orders (continued)	
Banking Center Order Coin Box²	Tier 1: First 4 cash orders are \$2.40 per coin box Tier 2: 5-10 cash orders are \$5.25 per coin box Tier 3: 11 or more cash orders are \$7.35 per coin box
Banking Center Order Notes Strap	\$0.75 per strap ordered
Banking Center Order Notes Loose²	Tier 1: 0-400 loose notes are \$0.0157 per note Tier 2: 401-925 total loose notes are \$0.0624 per note Tier 3: 926 or more total loose notes are \$0.0773 per note
Account Services	
Monthly Maintenance Fee	Business Relationship Savings: \$0 Business Savings: \$5/month, unless average daily collected balance is greater than or equal \$1,000 Business Money Market: \$10/month, unless average daily collected balance is greater than or equal \$10,000
Business Banking Deposits¹	Business Relationship Savings: Tier 1: First 100 items are free; Tier 2: More than 100 are \$0.515 per item thereafter Business Savings & Business Money Market: Tier 1: First 100 items are free; Tier 2: More than 100 = \$5.60 overage fee plus \$0.42 per item thereafter
CCA Checks Paid/Other Debits¹	Business Relationship Savings: Tier 1: First 3 are free; Tier 2: 4-6 checks are \$1.05 per item; Tier 3: More than 6 are \$10.50 per item Business Savings & Business Money Market: Tier 1: First 3 are free; Tier 2: 4-6 checks are \$1.15 per item; Tier 3: More than 6 are \$11.25 per item
Paper Deposit Statement	Business Relationship Savings: \$3 per month unless average daily collected balance is greater than or equal to \$500 Business Savings & Money Market: \$3 per month unless average daily collected balance is greater than or equal to \$3,000
Check Deposit Adjustment	\$12.00 per adjustment
Wire Incoming Non-Structured	\$19.25

Account Services (continued)	
Wire Incoming Structured	\$12.00
Internal Transfer	\$26.25 per transfer initiated by Customer, Completed by a Fifth Third Employee
Return Deposit Item	\$12.50
Money Order	\$1.00
Cashier's Check	\$10.75
Research Photocopy/Time	\$25.75 per photocopy produced or per quarter hour of research completed by a Fifth Third Employee (through February 28, 2018) <i>Effective March 1, 2018: \$12 per photocopy or per quarter hour of research</i>
Research Time	\$26.25 per quarter hour (through February 28, 2018) <i>Effective March 1, 2018: \$12 per quarter hour of research</i>
Snapshot Statement	\$6.30
Special Statement	\$28.00 per duplicate statement or statement sent to second address
Standard Confirmation - Written Confirmation Of Audit Inquiry	\$47.00
Balance Inquiry	\$10.75
Commercial Credit Reference	\$78.25
Check Excessive Deposit Rejects - Per MICR Item Rejected, Exceeding 1% Of Deposited Items ²	Tier 1: 0-75 MICR rejects are \$0.315 per reject Tier 2: 76-275 total MICR rejects are \$0.365 per reject Tier 3: 276-525 total MICR rejects are \$0.41 per reject Tier 4: 526 or more total MICR rejects are \$0.455 per reject
Disbursed Check Paid MICR Reject & Repair	\$0.37 per item
Special Statement Cut-Off ²	Tier 1: 0-99 requests (other than standard) are \$38.25 per request Tier 2: 100-300 total requests are \$31.00 per request Tier 3: 301 or more total requests are \$15.50 per request
Wire	
Branch Wire Outbound Non-Repetitive	\$30 per account
Branch Wire Outbound US Dollar International	\$50
Batch, Branch & Operations Wire Outbound Repetitive	\$18.50
Outbound International Wire Initiated By Commercial Officer	\$104.25
Wire (continued)	
Wire Transfer Repetitive Storage	\$0.785 per wire template stored within system
Batch, Operations, Standing Wire Outbound Non Repetitive	\$26.25
Admin & Branch Outbound - Non Repetitive (Foreign Denominated)	\$41.50
Ex Phone Wire Outbound Repetitive/Non Repetitive /US Dollar International	\$54.50
External Phone Wire Outbound	\$8.35
Batch, Operations & Letter Wire Outbound US Dollar International (via Printed Instructions)	\$42.75
Letter Wire Outbound Book Transfer (Via Printed Instructions)	\$5.60
Internal Phone Wire Outbound	\$5.80
Miscellaneous	
Commercial Account Management	Fee only assessed for the Business Relationship Savings. \$28 if managed by a commercial officer and annual sales revenues are greater than \$20 million
Deposit Administration Fee	\$0.1350 per \$1000 for customers with annual sales revenues are greater than \$20 million
Tax Deposits	\$0.78
Stop Payment	\$33.00

Miscellaneous (continued)	
Dormant Account Monthly Fee	Fee only assessed for the Business Relationship Savings & Business Money Market \$5 per month dormant (Assessed when no deposits or withdrawals are made during a period of 36 months. Fee not assessed if balance is greater than \$3,000.)
Overdraft Coverage Fee or NSF Fee	\$37 per item for each occurrence. No per item overdraft/returned item fees are charged when your account is overdrawn by \$5 or less at the end of the Business Day. You will not be charged for more than 5 items per Business Day.
Overdraft Protection Fee	\$12.00 per transfer - If You Are Enrolled In Overdraft Protection, Funds Are Moved Automatically From One Of Your Other Fifth Third Bank Accounts
Extended Overdraft Fee	The charge of \$8 per calendar day is assessed if an overdraft is not paid within five (5) business days. If an account is not brought current the daily overdraft fees will accrue as of the first calendar day of the overdraft occurrence, up to a maximum of 20 calendar days.
Negative Collected Fee	\$17.50 If the account has an average daily negative collected balance during the service charge cycle, and if the your account has a \$2,000 or more average daily negative collected balance you will be charged 18% on the average daily negative collected balance amount.
Multi Signer Base Charge	\$57.50 per month base fee for multi-signer verification
Multi Signer Per Item	\$0.052 per check requiring multiple verifications
Account Closure Fee	\$25
Charged Off Account	\$30
Excessive Withdrawal Fee (exceeding 6 withdraws per month)	\$5 per event up to a maximum of 4 events per month

Pricing structure for each service charge will vary between price per unit, flat fee or tiered pricing.

1. Partitioned Tiered Pricing: The units are priced separately based on the tier they are in.
2. Threshold Tiered Pricing: All units are priced the same based on the total number of units.

FIFTH THIRD PRIVACY NOTICE FOR COMMERCIAL CUSTOMERS

I. Introduction

This Privacy Notice for Commercial Customers (the "Notice") applies to Company Information (as defined below) about individuals and business or other entities that seek or obtain financial products and services from Fifth Third for business or commercial purposes ("Commercial Customers"). This Notice does not apply to information received from individuals who seek or obtain financial products or services from us for personal, family or household purposes; such consumer information is governed by the Fifth Third Privacy Notice for Consumer Information, entitled, "What Does Fifth Third Do With Your Personal Information" and found at <https://www.53.com/privacy-security/#tab-consumersTab>.

For purposes of this Notice, "*Company Information*" means any information about a Commercial Customer from which the Commercial Customer could be identified, whether obtained directly from the Commercial Customer or from another source. Company Information may include, but is not limited to: (a) Company name; (b) physical address, including street name and name of city or town; (c) e-mail address or other electronic contact information; (d) telephone number; (e) tax identification number; (f) credit history; (g) bank or credit card account number; (h) financial statements; (i) information about officers, directors, and other control persons; and (j) any other information from or about a Commercial Customer. However, the following is not considered Company Information: (a) aggregated or anonymous information that does not identify a customer and (b) information that Fifth Third obtains from a public source (or knows to be available from a public source).

Fifth Third may make changes to this Notice from time to time. It is available to you at <https://www.53.com/privacy-security/#tab-businessTab>.

II. How We Gather Company Information

We may gather and retain Company Information about Commercial Customers from the following sources:

- Applications or other forms that you provide to us;
- Financial account activity and transactions (such as payment history, account balances and usage);
- Credit-related information from credit reporting agencies;
- Information from website visits (such as cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance the online experience) ;
- Information we receive from third parties such as data providers or independent researchers.

III. How We Share Company Information

Fifth Third shares Company Information among and between all of its affiliates. You may not opt-out of this sharing.

Fifth Third may share Company Information with non-affiliated third parties and with Vantiv, LLC ("Vantiv") in order to offer you additional products and services. Fifth Third has an ownership interest in Vantiv. You have the right to opt-out of such sharing, as described below in "How To Change Your Privacy Options."

Fifth Third may also disclose Company Information to non-affiliated third parties for routine business reasons. For example, Fifth Third may disclose Company Information to service providers and other third parties as necessary to facilitate a transaction requested by a Commercial Customer, or to report to credit bureaus. Fifth Third may also disclose Company Information to non-affiliated third parties in response to a subpoena, warrant, or court order, or as otherwise required or advisable considering applicable law or regulation. You may not opt-out of this sharing. Further, Fifth Third may disclose Company Information to its banking, securities, or other regulators without any prior notification or any other restriction.

Fifth Third may collect certain financial information about individuals – such as business owners or loan guarantors - that Fifth Third receives in connection with providing products or services to a Commercial Customer. Fifth Third will not use or transfer such information for any purpose other than facilitating the commercial transaction for which the information was originally provided, except with the consent of the individual.

Please note that Fifth Third does sell loans and other obligations to third parties for a variety of reasons. Consent of the individual, guarantors or borrowers is not required and notice will not be provided in the event of a sale of any loan or other obligation to a third party.

IV. How To Change Your Privacy Options

We will share Company Information as described in Section III above unless you direct us otherwise by taking one of the below steps. Note that based on the sharing practices above, there are certain instances of sharing for which you may not opt out.

- Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, Ohio 45263-4444. Requests must include Company name, address, contact telephone number, Tax Identification Number ("TIN") and account number(s) (if applicable) for the business entity(ies) opting out. Incomplete information will delay or possibly prevent our ability to honor your request.
- Call a Fifth Third Customer Service Professional at 1-800-889-5269.
- Visit any Fifth Third Banking Center.

Our system will be updated to reflect your privacy preferences within thirty (30) days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above or visiting any Fifth Third Banking Center.

If you have already shared with us your privacy preferences under this Notice, it is not necessary to contact us again. We will continue to honor the preferences you have provided.

V. Security

To protect company Information from unauthorized access and use, we use appropriate physical, procedural and technical safeguards as required by law.

VI. Fifth Third Companies Covered by this Notice

This notice will apply to all affiliates of Fifth Third, now existing or hereafter arising. This list is available to you at <https://www.53.com/affiliatedcompanies>.

CONSUMER PRIVACY POLICY

At Fifth Third we are committed to protecting and managing your information and would like to share how we gather, retain and protect your information. Please review the "What Does Fifth Third Do With Your Personal Information" section for more information.

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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"> • Social Security number, name, address, email address, income, and assets • Payment history and account balances • Credit history and credit scores
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?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

TO LIMIT OUR SHARING	<ul style="list-style-type: none"> • Call 800-889-5269 – our menu will prompt you through your choice(s); or • Visit any Fifth Third Banking Center. <p>Please note: 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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QUESTIONS?	Call 800-889-5269 or go to 53.com.
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WHO WE ARE	
Who is providing this notice?	Fifth Third Bank and its affiliates (please see below for List of Affiliates).

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?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Open an account or apply for a loan • Pay your bills or make a deposit • Use your credit card or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

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DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include companies with a Fifth Third name; financial companies such as an insurance agency or a leasing company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Fifth Third does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include but may not be limited to insurance companies.

OTHER IMPORTANT INFORMATION			
<p>If you have elected to limit our sharing, your opt-out election is indefinite. No action is necessary to preserve your opt-out status. Nevada law requires that we provide you with the following contact information:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p>Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</p> </td> <td style="vertical-align: top;"> <p>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</p> </td> </tr> </table> <p>CA, ND and VT residents: Accounts with mailing addresses in these states will be treated as if they have selected for us to not share your credit and personal financial information with other Fifth Third companies. For CA and VT residents, accounts with mailing addresses in these states will be treated as if they have selected for us not to share information under a joint marketing agreement as defined above.</p>		<p>Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</p>	<p>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</p>
<p>Fifth Third, Customer Services Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</p>	<p>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</p>		

CUSTOMER IDENTIFICATION PROGRAM	
<p>In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as, trust, brokerage, insurance, and investment management accounts.</p> <p>What This Means To Our Customers When you open an account, you will be asked for your name, address, Social Security or tax identification number, date of birth (if applicable), and other information that will allow Fifth Third to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third.</p>	

LIST OF AFFILIATES		
Fifth Third Bank, an Ohio Banking Corporation	Fifth Third Equipment Finance Company	Fifth Third Holdings, LLC
Fifth Third Insurance Agency, Inc.	ClearArc Capital, Inc.	Fifth Third Mortgage-Michigan, LLC
Fifth Third Mortgage Company	Vantiv, Inc. and Vantiv, LLC	Fifth Third Auto Leasing Trust
Fifth Third Securities, Inc. Member FINRA/SIPC	SLK Global Solutions Pvt. Ltd.	Vista Settlement Services, LLC
Retirement Corporation of America	SLK Global Solutions Philippines, Inc.	Card Management Company, LLC
Fifth Third Commercial Funding, Inc.	SLK Global Solutions America, Inc.	

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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.

Fifth Third Bank provides access to investments and investment services through various subsidiaries, including Fifth Third Securities. Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc., and insurance products:

Are Not FDIC Insured	Offer No Bank Guarantee	May Lose Value
Are Not Insured By Any Federal Government Agency		Are Not A Deposit

Insurance products made available through Fifth Third Insurance Agency, Inc.

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How to Contact Us

Main Phone Number: 1-800-972-3030

Website: 53.com

Visit a Banking Center: Find your local branch at locations.53.com

The telephone number for the branch where your account is located will be listed on your periodic account statement.

If you believe your card or password/PIN has been lost or stolen, call 1-800-782-0279

If you believe a transfer has been made using information from your checks without your permission, call 1-800-782-0279.

If you want us to authorize and pay overdrafts for ATM and debit card transactions, call 1-800-845-3262.

Written Correspondence:

To place a stop payment on a check or regular payment from your account, write to:

Customer Service Department, Fifth Third Bank
5050 Kingsley Drive – MD 1MOC3A
Cincinnati, OH 45263

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, write to:

Disputes Resolution Department, Fifth Third Bank
5050 Kingsley Drive – MD 1MOCBX
Cincinnati, OH 45263

All other written correspondence:

Office of the President, Fifth Third Bank
5050 Kingsley Drive - MD 1MOCOP
Cincinnati, OH 45263



FIFTH THIRD BANK

February 2018

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

Exhibit 2

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

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

22. ERROR RESOLUTION

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

Error Resolution – PIN, Signature, & ACH Transactions

Phone: 877-833-6197

Our Customer Service Professionals are available to assist you Monday-Friday, 7 AM to 8 PM (EST), Saturdays, 8:30AM to 5 PM (EST).

Write: Fifth Third Bank
Attn: Disputes Resolution Department
5050 Kingsley Drive
MD: 1MOC2G
Cincinnati, OH 45227

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

Phone: 800-782-0279

Write: Fifth Third Bank

Attn: Disputes Resolution Department
5050 Kingsley Drive
MD: 1MOC2G
Cincinnati, OH 45227

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

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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

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

If we decide that there was no error, the provisional credits will be debited from your account and we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

23. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

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

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

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

24. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an Electronic Transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your savings or credit account if you have a checking account with the Overdraft Protection feature). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

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

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

25. LIMITATION OF YOUR LIABILITY

You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.

26. BUSINESS DAYS

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

27. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

Under the Rules and Regulations, if we do not complete a transfer to or from your Account on time or in the correct amount, we will be liable for all losses not to exceed the amount of the transfer. However, there are exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in the Account to complete the transfer.
- If the transfer would go over your credit limit on your line of credit account.
- If the Fifth Third ATM or other ATM where you are making the transfer does not have enough cash.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
- If Fifth Third Bank ATMs or other ATM terminals or system is not working properly due to normal maintenance activities or malfunction.
- If Fifth Third Internet Banking was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.
- If there is an allegation of fraudulent activity concerning the Account.
- If other rules, regulations, or agreements of the Bank so provide.

28. REWARDS PROGRAM TERMS AND CONDITIONS

The terms and conditions of the Fifth Third Rewards Program are available at www.53.com/rewards.

29. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.

We take our responsibility to protect the confidentiality of your financial information very seriously. It is our policy never to share information about you, your Account or the transfers made using your Card with third parties, including marketing companies, except in the situations noted below. Specifically, we will disclose such information:

- where it is necessary for completing transfers;
- in order to verify the existence and condition of your Bank Account for a third party, such as a credit bureau or a merchant;
- in order to comply with government agency or court orders, such as a lawful subpoena;
- if you give us your written permission;
- in the investigation or prosecution of alleged fraudulent activity concerning your Bank Account; or
- as otherwise provided in the Fifth Third privacy policy, which was provided to you by us when the Account was opened, but is also available at www.53.com.

You authorize the disclosure to any merchant or other payee of the information relating to your accounts as is reasonably necessary to perform our electronic banking services.



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

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

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FIFTH THIRD BANK DEBIT CARD DISCLOSURE AND CARD AGREEMENT



Card Agreement

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

DEFINITIONS

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

ACH: The automated clearing house used by the Bank.

ATM: Automated teller machine.

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

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

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

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

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

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

Mastercard®: Mastercard Inc.

PIN: Personal identification number.

Ready Reserve: A service whereby you may link the Account to a Fifth Third credit card account to cover overdrafts on the Account, as permitted by the terms and conditions of the Ready Reserve service.

Rules and Regulations: The Rules and Regulations Applicable to All Fifth Third Accounts and Cards, which govern the Account and were provided to you by us at the time you opened your Account, as amended from time to time.

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

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

Visa®: Visa Inc.

1. YOUR RESPONSIBILITY

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

2. YOUR AGREEMENT TO PAY

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

3. CANCELLATION AND TERMINATION

You may surrender the Cards to terminate this Card Agreement. Your termination will be effective once all Cards issued on the account have been closed. However, this Card Agreement shall remain in effect for purchases made and, services rendered by or to any User of the Card. We may cancel the Card at any time without notice. If we do so, all Users will surrender the Cards immediately upon our request or the request of our agent. We reserve the right to refuse or terminate your use of the Card in our sole discretion at any time.

4. WAIVER

Except as may be prohibited by law or regulation, you hereby waive as against us all claims, defenses,

rights and offsets you or any User now or hereafter may have against any merchant or other provider of merchandise or for services acquired by use of the Card or through any Electronic Banking product.

5. LIMITATIONS

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

6. ACCOUNT AGREEMENTS

All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of this Card Agreement, the Rules and Regulations, and other contractual relationships with us and all of our applicable rules and regulations, as amended from time to time. Please consult those documents for more information about the terms and conditions of the Account, including, without limitation, overdraft fees. We provided you the Rules and Regulations at the time you opened the Account, but they are also available on the Checking Accounts page on www.53.com or at any Fifth Third Banking Center.

In the event of a conflict between the terms of this Card Agreement and the terms and conditions relating to your Account with us, including but not limited to, the Rules and Regulations, the terms of your signature card, application or account disclosures, this Card Agreement shall control with respect to the subject matter hereof.

7. YOUR RESPONSIBILITY FOR USERS

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

8. FEES

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

Fee Schedule

Category	Fee
ATM Mini Statement Fee	\$1.50
International POS/ATM Transaction Fee	3% of the transaction amount
Currency Conversion Fee	0.20% of the transaction amount
International ATM Withdrawal	\$5.00
Non-Fifth Third ATM Transaction	\$2.75 per transaction
Non-Fifth Third Cash Advance Debit Card Fee	Greater of \$5 or 3% of the transaction amount up to a maximum of \$10
Expedited Card Delivery Fee ¹	\$30

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

Category	Fee
Monthly World Debit™ Fee ²	\$3.95
Annual Stand Up To Cancer® Affinity Card Fee ^{3, 4}	\$10.00

¹ Expedited card delivery fee is waived for Fifth Third Private Bank and Preferred customers.

² Monthly service charge of \$3.95; fee is waived for Preferred Checking, Fifth Third Private Bank Platinum Capital Account (PCA) and Private Bank Checking account holders, when that account is the primary account linked to the card.

³ First annual fee is assessed at card opening and then on the open anniversary date, thereafter.

⁴ The Annual Fee for the Stand Up To Cancer Debit Card is \$10. Stand Up To Cancer will receive the \$10 annual fee associated with the Stand Up To Cancer Debit Card. First annual fee is assessed at account opening and on the open anniversary date, thereafter. Stand Up To Cancer will receive, from Fifth Third Bank, \$0.005 per net retail purchase made with the Stand Up To Cancer Debit Card. From July 2013 through December 2017, Fifth Third is guaranteeing a minimum payment of \$622,000 in connection with this program. Stand Up To Cancer is a program of the Entertainment Industry Foundation (EIF), a 501(c)(3) tax-exempt organization. EIF meets all 20 BBB Charity Standards. Stand Up To Cancer and the Stand Up To Cancer Brand Marks are registered trademarks of the Entertainment Industry Foundation. Visit www.standup2cancer.org to learn more about Stand Up To Cancer.

For a detailed schedule of fees, please see Consumer Accounts Fifth Third Pricing and Services at a Glance within the Rules and Regulations. We provided you the Rules and Regulations at the time you opened the Account, but they are also available at www.53.com or any Fifth Third Banking Center.

9. AMENDMENTS

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

10. FRAUD

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

11. ELECTRONIC BANKING DISCLOSURES

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

12. LOST OR STOLEN CARD

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

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

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

14. FOREIGN CURRENCY TRANSACTIONS

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

15. USE OF CARD FOR A SERVICE

If you use the Card for a Bank-approved Service, and we approve such use of the Card, you agree to the transfer of money in the Account to the accounts of third parties you designate. Such transfer will be made upon your instructions by use of a telephone or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) business days) for a third party to receive the payment. You agree that we will not be responsible for any delays caused by mail service or any third party. In no case will we be liable for any interest or late payment charges assessed by a third party or termination of service caused by a delay in a third party's receiving or processing a payment. You agree to notify us of any change in your address or account with a third party, including change of account number.

16. GOVERNING LAW

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

17. CARD TRANSACTIONS

The following additional terms and conditions apply to Card transactions:

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

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

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

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

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

18. WORLD DEBIT™ MONTHLY FEE

The World Debit™ Card has a monthly fee, except for Preferred Checking, Fifth Third Private Bank Platinum Capital Account (PCA) and Private Bank Checking account holders, when that account is the primary account linked to the card. The amount of the monthly fee is disclosed in the section entitled

in Schedule 2. This fee is assessed for the use of the Account and associated services and will be identified as a World Debit Monthly Fee on the Account statement. The fee will first appear in the second billing cycle after the Account is opened and monthly thereafter.

19. ATM TRANSACTION CHARGES

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

20. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

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

- withdraw cash from the Account;
- make deposits to the Account (note: Pulse® ATMs will not accept deposits greater than \$50,000. We reserve the right to reject deposits in excess of \$50,000 at any ATM displaying Fifth Third logo);
- transfer available funds between your checking or savings accounts at an ATM;
- transfer available funds between your checking, savings, Visa®, Mastercard® or line of credit account through Fifth Third Internet Banking or Electronic Banking via telephone;
- pay bills directly from your Account to parties that have been notified and have agreed to accept your payments, provided that you make these payments in accordance with the procedures set forth by us;
- pay for purchases at places that have agreed to accept the Card; or
- withdraw available funds from your savings accounts.

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

21. TRANSFER LIMITATIONS

The following limitations apply to Electronic Transfers:

- Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.
- The immediate use of deposited funds is restricted by the Rules and Regulations.
- Cash withdrawals from Fifth Third Bank ATMs or other ATMs may be made only from individual or joint personal accounts and from no other accounts.

d) SAVINGS ACCOUNT TRANSACTION POLICIES

Unlimited Transactions:

- You may make an unlimited number of payments from your savings account(s) to your Fifth Third installment, mortgage or credit card accounts.
- Withdrawals/transfers made in person or at an ATM are unlimited.

Transfer/Withdrawal Restrictions:

- You are limited to six of the following transactions from your savings account's each month.
 - Preauthorized or automatic withdrawals/transfers include, but are not limited to:
 - Automatic transfers from your savings account to cover an overdraft.
 - Internet Banking – transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at Fifth Third.
 - Preauthorized ACH or electronic funds transfers.
 - Fifth Third Telephone Banking or any money management payment from your savings account.
 - Point-of-sale transactions with a debit card.
 - Checks or drafts payable to third parties.

e) Notification of Excessive Transfers:

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

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

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

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

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

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

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
CARNELL SMITH, on behalf of himself and all other similarly situated,
(b) County of Residence of First Listed Plaintiff Seminole
(c) Attorneys (Firm Name, Address, and Telephone Number)
Normand, PLLC 62 W. Colonial Dr., Ste 209, Orlando, FL 32801, (407) 603-6031

DEFENDANTS
FIFTH THIRD BANK
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Grid of suit categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, PERSONAL INJURY, LABOR, IMMIGRATION, TORTURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause: Defendants Breach Contract by Overcharging Fees

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.01
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 03/29/2018 SIGNATURE OF ATTORNEY OF RECORD /s Jacob Phillips

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE