

PC BANKING AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms and conditions that apply when you use the Huntington PC Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. If you wish to make payments from your qualifying deposit accounts, those payment transactions will be governed by the terms of our Bill Pay Agreement and Disclosure Statement and not this agreement.

Explanation of Certain Terms

- “We”, “us” and “our” mean The Huntington National Bank, Columbus, Ohio.
- “You” and “your” mean an individual person or business entity that we permit to use our PC banking services subject to the terms of this agreement.
- “Company representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our PC banking service.
- “PC banking” means the services provided under this agreement which allow you to access information about your qualifying accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- “Account” means a deposit, loan or other account for which transactions may be performed using our PC banking service.
- “Consumer account” means an account established primarily for personal, family, or household use.
- “Business account” means an account that is not a consumer account.
- “Access codes” include the customer identification number, password and any other means of access to our PC banking service we establish or provide for you.

Access Codes

To use our PC banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any of your other accounts which are accessed by those access codes, even if those accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify Us IMMEDIATELY for Unauthorized Transactions.

Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our PC banking service.

Individual Agreement for PC Banking Service

We do not have joint agreements for our PC banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our PC banking service may be jointly owned with, or joint obligations with, others. If joint account owners/obligors each obtain our PC banking service—meaning that each of you will have separate access codes—this will be identified as two separate PC banking services.

Qualifying Accounts

We will tell you which types of accounts qualify for our PC banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

Types of Services

You, or someone you have authorized by giving them your access codes (even if that person exceeds your authority), can instruct us to perform some or all of the following transactions

- Obtain information that we make available about qualifying accounts.
- Transfer funds between qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.

Preauthorized Recurring Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring transfers and payments in accordance with the requests you make for us to do so. We will only allow preauthorized recurring transfers and payments that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your communications link, whether by online or telephone access, to our PC banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of

telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and other services necessary for obtaining our PC banking service. If we give you any software to use in connection with our PC banking service, we do so on an “as is” basis from the vendor who provides it to us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits on Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our PC banking service. We also reserve the right to limit or suspend access to our PC banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any monthly statement period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction.

When Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly.

Information you obtain about your accounts using our PC banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Funds Transfer Information & Cut-off Times

Account Transfers: Transfers made before midnight ET on a business day are processed that day. Transfers made on a weekend or federal holiday are processed on the following business day. However, we may use any transfer made between midnight ET and 1:00 a.m. ET to determine the money available in your account for processing other transactions; like checks presented for payment or the amount of money needed to qualify for a waiver of an Overdraft Fee.

Auto Loan or Personal Loan: Transfers to a Huntington Auto Loan or Personal Loan made before midnight ET on a business day will be credited to the account as of that day. Transfers made on a weekend or federal holiday are credited on the following business day. Transfers scheduled on a future date may be edited or cancelled before midnight ET on that date.

Credit Card: Transfers to a Huntington Credit Card made before midnight ET on any day will be credited to the account as of that day. Transfers scheduled on a future date may be edited or

cancelled before 5:00 p.m. ET on that date.

Line of Credit or Mortgage: Transfers to a Huntington Line of Credit or Mortgage made before midnight ET on a business day will be credited to the account as of that day. Transfers made on a weekend or federal holiday are credited on the following business day. Transfers scheduled on a future date may be edited or cancelled before 4:30 p.m. ET on that date.

The procedures described in this section may affect the amount of funds in your account to be used to pay checks or other items. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures.

Our Liability for Failure to Complete Transfers from Consumer Accounts If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any overdraft or other credit account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited by the time it is due or by the time you intended it to be completed.
- If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Business Days

Our PC banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Federal holidays are not business days.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our PC banking service not later than the day before the business day the transfer is scheduled to be made, delete or change the transfer, and transmit your new instructions to us. See the *Funds Transfer Information & Cut-off Times* section above for more information about editing scheduled transfers to Huntington Auto Loan, Personal Loan, Credit Card, Line of Credit and Mortgage accounts.

You may also call us at 1-800-480-BANK (2265), option 4, or write to us at Huntington Direct Bank (EA5C42), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop pay method which we provide for this purpose. If you call or write, you must do this in time for us to

receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages. However, if the failure was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, we will only be liable for actual damages that you can prove.

Statements

Your transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to your statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information.

PC Banking Fees

The fees for our PC banking service are shown below. The PC banking fees will be debited each month from a Huntington checking account. The PC banking fees may be waived for new accounts or if you have certain types of checking accounts or other relationships with us. There is no refund of our PC banking fees if the service is terminated.

Individual Services

Huntington PC Banking (Unlimited Sessions) \$2.95

Business Services

PC Banking (8 sessions) \$8.95 (Additional session charge, \$.75 per session)

PC Banking with Unlimited Sessions \$14.95

Disclosure of Information to Others

We may disclose information about you or your accounts with us as follows:

- To consumer reporting agencies.
- In connection with audits or any sale or transfer of your accounts or a Huntington company or division. • For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an account.
- To resolve disputes or inquiries you may have about your accounts.

- With your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- To companies that perform services for us in connection with your accounts, such as data processing and software companies and collection agencies.
- As otherwise necessary to service your account, or as permitted or required by law.
- In response to a request from any Huntington company. See our separate “Consumer Information Privacy Notice” for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person’s authority, you must notify us that transactions by such person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Notify Us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call us at 1-800-480-BANK (2265), or write to us at Huntington Direct Bank (EA5C42), P.O. Box 1558, Columbus, Ohio 43216. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts. If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the

statement was mailed to you, you may not get back any money lost after the 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 periods.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transaction or to notify you that the transaction has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

In Case of Errors or Questions About Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

Call us at 1-800-480-BANK (2265), or write to us at Huntington Direct Bank (EA5C42), P.O. Box 1558, Columbus, Ohio 43216, as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
- 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 so that we receive it within 10 business days.

We will determine whether an error occurred within 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 provisionally credit your

account within 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 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate PC banking services for customers that have not used the service within the first 90 days after activation or if the service has been inactive for 90 days.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Waivers

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of

that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Assignment

We may assign our rights and/or delegate our duties under this agreement to a company affiliated with us or to any other party.

Law That Applies

Regardless of where you live or work or where you access our PC banking service, this agreement is subject to the internal laws of the State of Ohio and the federal law of the United States of America. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has

general authority from your company to give us instructions to perform transactions using our PC banking service.

Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

Your Liability for Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our PC banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our PC banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify Us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Call us at 1-800-480-BANK (2265), option 4, or write to us at Huntington, Direct Bank (EA45C42), P.O. Box 1558, Columbus, Ohio 43216, as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our PC banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions, capacity reductions or other problems in your equipment, in public communications networks, or in equipment or networks of transferees not under our control that may affect the accuracy, timeliness, or execution of transactions you perform. Our only liability is to correct errors within our control. Except to the extent liability is provided by applicable law and applicable law does not permit the parties to vary such liability by agreement, we are not responsible or liable to you for any loss, damage or injury caused by your use of our PC banking system nor for any consequential, incidental, special, indirect or punitive loss or damage from such use, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures

By entering into this agreement and using our PC banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest

level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedure.

Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS.

PC BANKING AGREEMENT AND DISCLOSURE STATEMENT v4.0 (01/2017)