

Effective as of March 11, 2018

Huntington
Consumer Deposit
Account Agreement

Huntington Consumer Deposit Account Agreement

Welcome to Huntington and thank you for opening your new deposit Account.

Inside this packet you'll find a comprehensive explanation regarding how your deposit Account works. Please read through when you get a moment. It'll help familiarize you with the basics, and may even uncover an opportunity for an improved banking experience. As always, if you have any questions, please reach out to us. We love answering questions. Thanks again for joining Huntington.

This **Consumer Deposit Account Agreement** is the Agreement for your Account. You and anyone else identified as an owner on the Account agree to its terms by: (i) signing the signature card, (ii) electronically agreeing to the Account Documents, or (iii) conducting any transaction with your Account. This Agreement may refer to other documents provided to you such as rate sheets, the Personal Account Charges Form, disclosures, amendments or other documents that govern your Account and related products and services. These documents are collectively referred to as the "Account Documents" and are a part of the Agreement for your Account. Please read them carefully and let us know if you have any questions. We are here to help you.

NOTICE OF ARBITRATION PROVISION

This Agreement and Account Documents are subject to an Arbitration Provision which you should read carefully (see Arbitration section below). If a dispute between you and us is arbitrated, the Arbitration Provision, unless rejected by you, will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.

I. Key Definitions.....	4
II. General Terms.....	5
Fraud Prevention and Security.....	5
Making Deposits.....	5
Limits, Withdrawals and Checks.....	6
Interest Information.....	7
Fees.....	8
Overdrafts/Returns and Fees, Overdraft Protection.....	8
Special Rules for Pending Transactions.....	10
Transaction Posting Order.....	11
Our Liability to You.....	12
Statements and Notices of Errors.....	12
Account Ownership.....	12
Dormant Accounts and Unclaimed Funds.....	15
If You Owe Us Money.....	15
Telephone and Electronic Communications.....	16
Notices.....	16
Closing Your Account.....	16
Other Legal Terms.....	17
FDIC Required Notice for Sweep Accounts.....	18
III. Arbitration.....	19
IV. Electronic Funds Transfer Services.....	23
ATM and Debit Cards.....	23
Electronic Transfers.....	24
Telephone Banking.....	24
Electronic Check Conversion.....	24
Transaction Limits.....	24
Errors, Questions and Reporting Unauthorized Transfers.....	24
Statements and Receipts.....	25
Fees.....	26
Stopping Certain Electronic Payments.....	26
Verifying Certain Electronic Deposits.....	26
Notice of Varying Amounts.....	26
Authorization Given to Others.....	26
Your Liability for Unauthorized Transfers.....	26
Our Liability for Failure to Complete Transactions.....	27
Disclosure to Others.....	27
Terminating Electronic Funds Transfer Services.....	27
V. Funds Availability Policy.....	28
VI. Substitute Checks and Your Rights.....	30
VII. Privacy Notice.....	31
VIII. Additional Information and Use Disclosures.....	34

I. Key Definitions

Account

Deposit accounts such as checking, savings and money market accounts that you have with us.

Account Documents

Documents, in addition to and including this Agreement, provided to you such as rate sheets, disclosures, amendments or other documents that govern your Account and related products and services.

ACH

Funds transferred to or from your Account through the Automated Clearing House network.

Agreement

Huntington Consumer Deposit Account Agreement (this Agreement).

Automated Teller Machine (ATM)

A machine that allows customers to complete a variety of banking transactions without the help of a bank representative.

Business Day

Every day except Saturdays, Sundays and federal holidays.

Channel

The way in which we allow you to make a deposit, withdraw or transact with us, for example, ATMs, branches, online and mobile banking.

NSF/Return

A transaction that we return because you do not have enough money in your Account.

Overdraft

A transaction that results in a negative balance in your Account.

Pending Transaction

An ATM or debit card authorization that has not settled for final payment.

II. General Terms

1. FRAUD PREVENTION AND SECURITY

a. Fraud Prevention

To help prevent fraud and other losses, we strongly encourage you to follow these guidelines:

- i. Do not provide any account information (like account numbers, Personal Identification Numbers (PINs), or online credentials) to anyone, particularly callers, even if they claim to be a Huntington colleague
- ii. Do not write your driver's license or Social Security Number (SSN) on your checks
- iii. Call us immediately if:
 - (1) your Debit Card or checks do not arrive within ten (10) business days of your order
 - (2) you suspect or believe your Debit Card or any check is lost, stolen, or missing
 - (3) there is a transaction on your statement or online that you do not recognize
- iv. Store blank and cancelled check copies in a safe place, such as a locked drawer
- v. Shred unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them

b. Security

We are committed to providing you a secure and reliable experience with us, and to demonstrate our commitment to you we:

- i. Provide you with security alerts when you change your mailing address, e-mail address, telephone number, PIN, or password
- ii. Utilize specialized hardware, software, and firewalls to combat security breaches
- iii. Require multi-factor authentication for some transactions that we deem to carry a higher risk of fraud
- iv. Utilize 128-bit SSL encryption when you communicate with us over the internet through our online channels

We ask you to follow these fraud prevention guidelines to help protect your account, and both the fraud prevention guidelines and security measures we take help ensure a better experience with us and reduce losses. You can also use other tools we provide such as online banking, alerts, and paperless statements to help monitor your accounts and keep your information secure.

2. MAKING DEPOSITS

You may make deposits to your Account through the channels and during the times we make them available by following the steps required for that channel. If you don't know what steps are required, please ask us and we will provide them to you.

a. Check Endorsements

You must endorse your check(s) by signing the back of the check in the designated location. In some cases, we may accept checks that are made payable to you, or any of the parties listed on your Account, without endorsement and treat them as though they were endorsed correctly.

b. Our Right To Refuse Deposits

All non-cash deposits (for example, checks) must be made in blue or black ink and are subject to our review. We may refuse all or part, or adjust, any deposit for any reason, at any time, even after you have completed your deposit transaction (for example, we discover a missing signature while processing a check).

We may refuse to cash a check you present to us, but instead require you to deposit the check to your Account. We have no obligation to accept deposits to a closed Account, including direct deposits. For example, if your employer or the social security administration sends a direct deposit to your closed Account, it will be rejected.

- c. **Collecting Deposits**

When you make a non-cash deposit, we will collect the money for those item(s) on your behalf from the issuing bank. We will not be responsible for losses caused by you or others in the collection process. We may credit your Account for the amount of deposited items before we collect the money. However, subject to applicable federal law and our Funds Availability Policy, we may wait until we have actually received the money for your deposited items before we credit your Account.
- d. **Returned Deposited Items**

If we credit your Account for a deposited item, we may later deduct the amount of any item from your Account if we are unable to, or have reason to believe we will be unable to, collect the money from the applicable account holder. We may also charge you a fee if this happens and the item is returned to us unpaid.
- e. **Deposits Made In Foreign Currency**

If you make a deposit in foreign currency, we will process the transaction in U.S. dollars. The final amount deposited to your Account may be reduced by applicable currency exchange charges and will be based on the currency exchange rate we determine is in effect when we are paid. If a deposit in a foreign currency is returned, currency exchange rates and charges applicable at the time of return may reduce the amount returned. You will be responsible if the amount returned is less than the amount credited to your Account.
- f. **Substitute Checks**

Only in limited circumstances, such as re-depositing a returned deposit, may you deposit a substitute check (a copy of an original check). If you deposit a substitute check, you are responsible for paying us the amount of any losses, costs and other damages that result from your deposit.
- g. **Indemnity**

You agree to indemnify us and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited item that is:

 - i. returned to us for an alleged breach of warranty under applicable law or other reason not caused by us. Examples include claims of: (a) forgery; (b) unauthorized items; (c) improper endorsement; (d) alteration; (e) counterfeit items; (f) unauthorized substitute checks; and (g) illegible items;
 - ii. not completed in blue or black ink;
 - iii. a substitute check that violates this Agreement; or
 - iv. delayed in return because of the condition of the item that occurred before we accept it (in other words, something that happened to the item before we accepted it).
- h. **Night Depository**

Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. If you use our night depository you may only use it to make deposits or payments, and you will be responsible for any theft, missing, lost or late deposits or payments. If it is unclear to us what to do with your deposit or payment, we may credit it to any Account you have with us.

3. LIMITS, WITHDRAWALS AND CHECKS

- a. **Limits**

Even though you may make withdrawals from your Account at any time, under federal law we may require you to give us up to seven (7) days prior notice of withdrawal for all Accounts other than Estate Checking and Asterisk Free Checking Accounts. For savings and money market accounts, federal law also requires us to limit you to a total of no more than six (6) transfers and withdrawals, or a combination of them, in any calendar month or statement cycle of at least four weeks to another account of yours with us or to a third party by certain methods from your Account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your Account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges or close your Account.

We may limit the manner of any withdrawal, particularly if we believe the withdrawal is fraudulent, illegal, or poses security risks.

- b. Timing of Withdrawals
We consider withdrawals as having been made on the business day we post it to your Account.
- c. Checks You Write
 - i. General Terms
 - (1) Your checks must comply with financial industry standards.
 - (2) You must fill out your checks in blue or black ink.
 - (3) We may deduct from your Account the amount of any check you have written even if it is presented before the date written on the check, if there is no date on your check, or if the date on the check is more than 6 months old. We may also refuse to pay these checks.
 - (4) We may charge a fee to the person to whom you wrote a check if that person tries to cash the check at one of our branches and he or she does not have an Account with us.
 - (5) We may refuse to pay any check if there is not enough money in your Account.
 - (6) We may process and are not obligated to honor, or notify you of, restrictive language placed on your checks or other items such as "void after 90 days," "paid in full," "two signatures required," "void over \$100" or similar statements.
 - (7) You agree that we are acting within reasonable banking standards by processing checks and other items through automated systems where most items are not individually examined.
 - (8) Some accounts (such as savings accounts) do not utilize checks.
 - (9) We process checks by automated means and you acknowledge that we have no duty to examine each item presented for payment.
 - d. Stop Payments
You may not stop payment on a check we issued such as an official, cashier's or teller's check. However, you can request that we stop payment of a check or other transactions by calling us at 1-800-480-BANK or by visiting a branch. We are not responsible for stopping a payment if we have not had a reasonable time to act on your stop payment order, if you have not provided us enough information (such as name of the payee) to execute the stop payment, or if we have paid or become responsible for the check or item. You also agree to indemnify us and hold us harmless from any liability or loss we incur (including reasonable attorneys' fees) because we complied with your stop payment order.

A stop payment order will expire in six months unless renewed by you.

If we pay a check or other transaction where a valid stop payment order was in effect, your account will be debited for the amount of the transaction and your stop payment fee will not be refunded unless you contact us.

4. INTEREST INFORMATION

The following terms apply to savings, money market and checking accounts that earn interest.

- a. Rate Information and Balance Computation Method
The initial interest rate(s) and annual percentage yield(s) (APY) we pay on your Account, and minimum balances to earn each rate, are shown on the rate sheet provided to you when you opened your Account. We may change the interest rate(s) and annual percentage yield(s) at any time at our discretion without notice to you.

We compute interest at a daily periodic rate of 1/365th (1/366th in a leap year) of the applicable annual rate for each day. For savings accounts, interest will be compounded and paid on a quarterly basis, and for money market and checking accounts that earn interest, interest will be compounded and paid on a monthly basis. Interest will be paid by adding it to your Account (less any amount required to be withheld, such as income tax withholding).

If you close your Account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your Account. When this happens, we may transfer this money to the state by following state unclaimed funds requirements. We may stop paying any interest on the account if you violate the transaction limits applicable to your Account. See "Limits on Transactions" in the Electronic Funds Transfer Services

section. We will not pay interest on any amount we withdraw from your Account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your Account.

We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal balance in your Account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then add together the interest earned for each day in the statement period to determine the amount of interest to pay you for that statement period.

b. **When Interest Begins to Accrue on Non-Cash Deposits**

Interest begins to accrue no later than the business day we are deemed to receive credit for the deposit of non-cash items (for example, checks). However, we are not required to pay interest on items that are returned for insufficient funds or for another reason, even if we have begun to accrue interest on that item. We may debit your Account for interest that we have previously paid on such returned items.

c. **Minimum Balance to Earn Interest**

The principal balance you must have in your Account at the end of the day to qualify to earn any interest for that day is stated in the rate sheet provided to you when you opened your Account. If you qualify, we compute interest for that day using the current interest rate for which your principal balance at the end of the day qualifies you.

5. FEES

You agree to pay the fees applicable to your Account. You authorize us to deduct all fees from your Account, whether or not that causes an overdraft in your Account. If we decide to waive a fee, the terms of the Account Documents will not change and we are not required to waive that fee again in the future.

You are responsible for any monthly fees at the time you open your Account and at the beginning of each monthly statement period following Account opening. Monthly fees are deducted from your Account at the end of each statement period or, for closed Accounts, at the time an Account is closed, even if a full statement period has not occurred. Minimum or average daily balance requirements are calculated for the days the Account was opened during each statement period.

Fees related to specific transactions may be deducted from your Account at any time.

6. OVERDRAFTS/RETURNS AND FEES, OVERDRAFT PROTECTION

a. **Overview**

If there is not enough money in your Account to cover a transaction we may, either: (1) allow the transaction to go through and cause your Account to become overdrawn or; (2) return the transaction. In either case, we may charge you a fee as explained below. Remember, our decision to pay or return the transaction is at our discretion, and you have no right to overdraw your Account, even if we have previously paid a transaction into overdraft.

You can avoid overdrafts and/or returns if you practice good Account management and maintain enough available money in your Account to cover all transactions to be paid. To determine if you have enough money available, you must consider all of your transactions, including those which have not been presented to us, such as checks, withdrawals, transfers, purchases, payments or other debits. Special rules may apply for certain pending transactions (see "Special Rules for Pending Transactions"). We don't always know about all transactions that may be presented for any given business day until we finish processing at the end of that business day. This means only you know all of your transactions that may affect your Account balance for that business day.

As described below, when you open an account, you have a few choices to make about how you would prefer we handle overdraft protection and other overdraft options on your Account. You can change your choices anytime by visiting a branch or calling 1-800-480-BANK (2265).

b. **Overdraft Protection**

Overdraft Protection allows you to link any eligible checking account to another eligible deposit account (savings, money market account, personal credit line, credit card) you have with us. The account you choose to link to your checking account is called the funding account. When you don't have enough money in your checking account to cover a transaction, the available money or credit in the funding

account will be transferred to your checking account. You may link only one funding account to a checking account. A funding account cannot be linked to more than one checking account.

By choosing Overdraft Protection, you authorize us to transfer funds from your funding account to your checking account to cover an overdraft balance in your checking account at the end of the business day. Transfers are based on the amount of money or credit we determine is available in your funding account from our records on the day of the transfer. All transfers are subject to availability of money or credit in the funding account and any other applicable conditions as discussed below.

i. Types of Funding Account Transfers

(1) Transfers from Savings, Money Market Accounts and Personal Credit Lines

Transfers from an eligible savings or money market account or personal credit line funding account will normally be in multiples of \$100. For example, if you overdraw your checking account by \$128, we will transfer \$200 from your funding account. If less than a multiple of \$100 is available from your funding account, we will transfer whatever is available in your funding account, and if you overdraw your checking account in an amount that is greater than the amount available in your funding account, the entire amount available in your funding account will be transferred.

(2) Transfers From a Credit Card

Transfers from an eligible credit card funding account will normally be for the exact amount you overdraw your checking account, but only up to the available cash limit.

(3) Checking Reserve Account

Checking Reserve is an overdraft line of credit that requires a credit application and approval. An eligible checking account is tied to the Checking Reserve for overdraft protection. Each day that the balance in your checking account at the end of the day is overdrawn, the exact amount required to cover the overdraft balance is drawn from the Checking Reserve account (up to the amount of credit available) and transferred to your checking account to cover the overdraft balance. As long as there is an outstanding balance in the Checking Reserve account, any positive balance in your checking account at the end of the day will be automatically transferred to pay that Checking Reserve account balance until paid in full. Fees for Checking Reserve are shown in the Personal Account Charges Form and disclosed in the Checking Reserve Agreement.

Remember that the terms and conditions for your Funding Account still apply, such as interest or transaction limitations.

c. Overdraft Options

You have certain additional choices you can make that will help determine if we may pay a transaction when there isn't enough money in your Account. You have two choices that you can make:

i. ATM and Debit Card Transactions (please see the separate form we provided you for additional information)

You have an option to request that we authorize and pay ATM and Debit Card transactions when there is not enough money in your Account (Opt-In). You also have the option to request that we decline and don't pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be "Opt-Out" for ATM and Debit Card transactions.

(1) Opt-In

- If you Opt-In to our Overdraft Options for ATM and Debit Card transactions, you could incur Overdraft Fees and Extended Overdraft Fees.
- If Huntington elects not to overdraw your Account, your transaction could still be declined, but you will not incur a Return Fee.

(2) Opt-Out

- If you Opt-Out, transactions will likely be declined if you don't have enough money in your Account.
- You will not incur an Overdraft Fee, even if we pay a transaction into Overdraft.

- ii. Checks, Electronic Payments, and Transfers
You have an option to request that we pay checks, electronic payments, and transfers when there is not enough money in your Account (Opt-In). You also have the option to request that we don't pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be "Opt-In" for checks, electronic payments, and transfers.
- (1) Opt-In
- If you Opt-In, you could incur Overdraft Fees and Extended Overdraft Fees.
 - If Huntington elects not to overdraw your Account, your transaction will result in a Return Fee and/or additional fees from the merchant.
- (2) Opt-Out
- If you Opt-Out, transactions will likely be returned when you don't have enough money in your Account which would result in a Return Fee from Huntington and/or additional fees from the merchant.
 - You will not incur an Overdraft Fee.

Remember, the decision to pay, return or decline the transaction is at our discretion regardless of the elections you make. This decision is based on a variety of factors such as the length of our relationship with you, deposit frequency, deposit amounts, or history of bankruptcy to name a few. You have no right to overdraw your Account and just because we allow you to do so does not mean you will be able to overdraw in the future. We may take up to 3 Business Days to process your Opt-In or Opt-out election(s).

You may incur more overdraft fees from us when you opt in to your Overdraft options for ATM and Debit Card transactions. The Personal Account Charges Form not only explains fees, such as Overdraft Fees, Return Fees, and Extended Overdraft Fees, but also, the amount of each fee and when we charge them. Those Fees and terms are changed from time to time.

If you overdraw your Account, you must pay us immediately for the amount of the overdraft and any associated fees. You agree that we may apply any deposits made to your Account to any overdraft balance, and we may apply that deposit to fees before principal. We will not be responsible for damages or wrongful dishonor if any transaction is returned or otherwise not paid because your Account does not have enough available money.

7. SPECIAL RULES FOR PENDING TRANSACTIONS

a. Overview

Generally debit card purchases and ATM transactions have a two-step process that may impact the money available in your Account to pay other items. These transactions usually begin with an electronic authorization request, which is followed by an electronic settlement request within a few days. The amount of the authorization request will reduce the money available in your Account to cover other transactions, but sometimes the settlement request is more than the authorization request. Also, we use authorization requests and other pending transactions made until 1:00 a.m. ET to determine the money available in your account to cover transactions. These authorizations or other pending transactions may cause an overdraft in your Account or cause other transactions to be returned. However, **we ignore any pending authorization requests or transactions for purposes of deciding if we will charge an Overdraft Fee or a Return Fee.** The example below illustrates this.

What this means for you:

- The authorization request or pending transaction reduces the money available in your account and impacts our decision to pay or return an item; but
- The authorization request or pending transaction will NOT cause an Overdraft Fee or a Return Fee.

Consider the following example: Assume you start the day with an Account balance of \$50, during the day you make a debit card purchase of \$35 that we authorize as a pending transaction. Later that night during overnight processing, a check for \$30 you wrote a few days ago is presented to us for payment. The pending debit card authorization reduces the money available in your Account to \$15, which is not enough to pay the \$30 check. We will, depending on criteria we establish, and your opt in/opt out preferences for overdraft protection services and overdraft options, do one of the following:

- **Pay the check** and not charge you an Overdraft Fee, since there would have been enough money in your Account to pay the check (ignoring the \$35 pending debit card authorization). On the next business day, assuming no other transactions, if the \$35 debit card purchase is presented to us for final settlement, generally we are required to pay it under debit card network rules. Your Account will be overdrawn by \$15 and we will charge an Overdraft Fee, unless you have previously opted out of ATM and Debit Card transactions; or

- **Return the check**, but not charge you a return fee, since there would have been enough money in your Account to pay the check (ignoring the \$35 pending debit card authorization). **NOTE:** In the examples above, if the check had been for \$55 (more than the money available in your Account) if we pay or return that check, you would be charged an Overdraft Fee or Return Fee.

When the debit card purchase or ATM transaction is finally settled, it may cause an overdraft on your Account if there is not enough money in your Account at the time of settlement. This may cause an Overdraft Fee if you have opted in to ATM and Debit Card transactions.

b. Notice of Insufficient Funds

Generally, if we return an item or pay an item into overdraft, we will send you a Notice of Insufficient Funds, even if we do not charge you a Return Fee or an Overdraft Fee. This notice provides the details of your transactions for the day in which you did not have enough money available in your account including:

- "Outstanding Authorizations and Pending Transactions" (authorization requests (mentioned above) or credits that have not yet posted to your account);
- An "Account Summary" section. Which aggregates your pending and posted transactions; and
- A "Transaction Detail" section, which includes each transaction from that day. You can use the description above, the Account Summary section, and the Transaction Detail section to determine the balance we use to pay or return an item and the balance we use to charge a Return Fee or an Overdraft Fee.

Please keep any Notice of Insufficient Funds you receive to help align "Your ending amount of funds available after posting" with your periodic statement "Balance Activity" since your periodic statement does NOT reflect any of the "Outstanding Authorizations and Pending Transactions". Your Notice of Insufficient Funds has a section entitled "How to Match Your Ending Amount of Funds Available After Posting to your Ending Statement Balance" to assist you with that determination .

c. Pending Credits

Please note that even though a deposit made during a business day may not be available that same day under our Funds Availability Policy, we may use the amount of the deposit to authorize transactions or to pay other items presented for payment from your account. We call these deposits pending credits. We also use any pending credits when determining if you will be charged a Return Fee or an Overdraft Fee, and pending credits discount for purposes of determining if you made a sufficient deposit to take advantage of 24-Hour Grace. We use pending credit made until 1:00 a.m. ET to determine the money available in your account to cover transactions. On the Notice of Insufficient Funds in the Account Summary, pending credits are labelled " Plus: Outstanding Authorizations and Pending Transactions".

8. TRANSACTION POSTING ORDER

On business days we post deposits and credits first, followed by specific categories of debits, which may include checks, ACH transactions and electronic transactions (such as Debit Card and ATM transactions). Fees and interest (if any) are posted last. Within the specific categories of debits:

- We post electronic transactions in chronological order by using the date and time assigned to the transaction, and that date and time could be in a different time zone from where you are conducting the transaction.
- We post checks in check number order, unless the check is cashed in the branch, in which case we post those checks first.
- We post other transactions in low-to-high order based on dollar amount within transaction categories.

We try and post debit transactions in the order in which you spent your money. Because the transactions involved in posting order can vary from customer to customer, the description above is generally how we handle transaction posting order. However, we may change our transaction posting order at any time in our discretion without notice to you.

9. OUR LIABILITY TO YOU

Except as otherwise provided by applicable law or by other Account Documents, you agree that:

- a. If we do not properly complete a transaction as required within your Account Documents, our maximum responsibility to you will be for the amount of the transaction.
- b. We are not responsible if circumstances beyond our control prevent the transaction from being completed or if the money in your Account is or may be subject to legal process or other claim.
- c. We are not responsible for any consequential damages (e.g. those that are an indirect result from an event).
- d. We are not responsible for any checks or items that are returned or processed late because of markings placed on the check or item before we accepted it.

10. STATEMENTS AND NOTICES OF ERRORS

NOTE: This section does not apply to transactions covered by the Electronic Funds Transfer Services terms in Section III below

a. Statements

We will provide you with periodic statements showing the activity on your Account through U.S. mail or online if you are an online banking customer. You may also request a mini-statement or an extended mini-statement at an ATM.

b. Your Responsibility to Check for and Notify Us of Errors

Except as otherwise provided by applicable law or other Account Documents, you must notify us within 30 days after your statement is mailed or made available to you online of any errors with your Account or as soon as possible if you see an error in your transaction history online. Errors include such things as unauthorized transactions, fraudulent activity, forgeries, alterations and missing deposits.

Also, after we accept your deposit, we will verify the accuracy of the amount. If we find a discrepancy between the amount credited to your Account and the actual amount of the deposit, we will adjust your Account without notice to you. However, if there is an unintentional discrepancy of \$5 or less where the amount deposited was less than the amount stated on your deposit receipt, you keep the difference.

There may be other times when we do not adjust or refund you for nominal amounts (usually \$1 or less) we owe you associated with your Account. Unless you ask us to correct that Error in the timeframe stated above, we may keep the money or transfer the money to the state by following state unclaimed funds requirements. We may change the thresholds above at any time without notice.

c. How to Notify Us

You must notify us of errors by:

- (1) calling us at (800)-480-2265; or
- (2) writing to us at:
The Huntington National Bank
Attention: Customer Service
P.O. Box 1558
Columbus, Ohio 43216

d. Our Liability if You Fail to Report Errors Timely

If you fail to notify us (i) within 30 days after your statement is mailed or made available to you or (ii) as soon as possible after discovering an error online in the transaction history, we will not be responsible for the errors and will not be required to reimburse you for them. We also will not be responsible for (i) additional error(s) by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us.

Note that no legal proceeding or action for errors may be brought against us more than one year after the statement showing the errors had been mailed or otherwise made available to you.

11. ACCOUNT OWNERSHIP

Account ownership is determined by the most current signature card for your Account. If we no longer use a signature card, the signature card is lost or unavailable or ownership cannot be determined from the signature card, we will use other evidence available in our records, as we determine, to identify ownership.

- a. Joint Ownership
 - i. General
 - (1) When you open an account with at least one or more individuals, you open a joint Account and we may allow any joint owner to:
 - Make a deposit to your Account.
 - Pledge your entire Account or any portion of it to secure any of the obligations of any joint owner.
 - Withdraw from or conduct business on your Account.
 - Transfer ownership of your Account.
 - Authorize someone else to conduct business on your Account.
 - Close your Account.
 - (2) We do not have to consider the source of money in your Account when we allow any joint owner to do any of these things.
 - (3) You agree that any withdrawal by any joint owner is presumed to be for the benefit of each joint owner and that, when permitted by law or by the terms of the item, each joint owner may endorse the other's checks or other items for deposit.
 - (4) If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act, and/or require that all joint owners agree in writing to any transactions concerning the Account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship or similar proceeding, we may require all remaining joint owners and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.
 - ii. With Survivorship Rights

If your Account is in two or more names, each of you agrees that it is a joint Account with right of survivorship. If one of you dies, the balance in the Account may be paid to the survivor. If there is more than one survivor, the balance may be paid to any of them and the survivors will still have rights of survivorship. We may make any payments referred to in this paragraph regardless of the source of the funds in your Account.
 - iii. Impact to Joint Owners

Any money deposited in a joint Account by any joint owner is subject to being garnished or taken by the creditors of any joint owner, and is subject to our right of set-off, regardless of who received the money, or how it was received, prior to being deposited to your Account.
- b. Formal Trust Accounts

A formal trust Account is an Account held by one or more trustees for the benefit of one or more beneficiaries under a written trust Agreement. You may be required to provide a copy of the trust Agreement or other document (such as a certification of trust) so that we can ensure appropriate authority of trustees. We act only as a custodian of the trust funds on deposit in your Account and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s).
- c. Informal Trust Accounts

An informal trust Account (also known as an "in trust for" or "Totten Trust") is an Account owned by a trustee but without a written trust Agreement. The beneficiaries of an informal trust Account have no right to any funds in the Account while the trustee is alive. If the trustee dies, we will transfer the Account to the beneficiaries designated on the signature card or identified in our records.
- d. Accounts Payable on Death
 - i. General

If your Account is "payable on death" ("POD") to one or more beneficiaries, the beneficiaries have no rights to your Account as long as you are alive. If you want to change beneficiaries in the POD Agreement, all Account owners must sign a specific form that we will provide to you.
 - ii. Special Notice for Indiana Payable on Death Accounts

If you are an Indiana resident or are opening your account in Indiana, and you make a payable on death beneficiary designation, there is some information you need to know about that designation.

Special rules apply if you designate a beneficiary who is a lineal descendant of yours (in other words, a child, grandchild, or great-grandchild). If you designate a beneficiary who is a lineal descendant and that beneficiary does not survive you, that beneficiary's share of your account will pass to his or her lineal descendants in order.

- (1) For example: if your daughter is one of your beneficiaries and she does not survive you, then her share of your account will pass first to her children who survive you, and if none, then to her grandchildren who survive you. If she has no lineal descendants who survive you, then her share will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then her share will pass to your estate.
- (2) You have the right to void the above application of the law by putting the phrase "No LDPS" next to the beneficiary's name on the designation form. If you put the "No LDPS" designation next to a beneficiary's name and that beneficiary does not survive you, then his or her share of your account will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then his or her share will pass to your estate.
- (3) The "No LDPS" only applies to a beneficiary who is your lineal descendants. This means if you designate a spouse, friend, or nephew, for example, and he or she does not survive you, that beneficiary's share of your account will pass to the remaining original beneficiary(ies), regardless of any "No LDPS" designation. If there is no such surviving original beneficiary, then his or her share will pass to your estate.

e. Accounts for Minors

i. Uniform Transfers/Gifts to Minors Act Accounts

We may allow you to open an Account as a custodian for a minor under a state's Uniform Transfer/Gifts to Minors Act. The Account funds are for the exclusive right and benefit of the minor, and as a custodian, you can't take any action inconsistent with the minor's rights, for example, as the custodian, you cannot pledge the Account as collateral for any loan to you. These types of accounts may not be used for overdraft protection, and we may remove any linkage for overdraft protection without notice to you.

ii. Joint Minor Accounts

An account opened in the name of a minor jointly with an adult is treated as a joint account except that the adult is responsible for all transactions and other activity on the account. Any transaction or activity conducted by the minor after becoming an adult is an acceptance of all transactions and activity conducted during the time before the minor became an adult.

f. Power of Attorney

If you appoint an agent to conduct business for your Account, you must do so on a form acceptable to us. We may refuse to honor any power of attorney presented to us, refuse to recognize a successor agent at any time, whether or not the successor agent is specifically identified in the power of attorney and/or refuse to follow the instructions of an agent, subject to applicable law. The person you appoint as agent will be subject to all of the provisions of the Account Documents. If you have a joint Account, we may require each of you to consent to the appointment. Any person appointed as an agent, whether or not designated as an authorized signer on the signature card, is not an Account owner. We may rely on a power of attorney until we receive written notice from you that it has been revoked. We do not have a duty to inquire or investigate the acts of your agents.

g. Verification of Authorization

We may require documents and authorizations that we deem necessary (i) to verify that the person(s) opening, owning, transacting, or taking other actions on the Account, has the authority to do so and (ii) to establish the identity of any such person(s).

If, for any reason, you are unable to provide the information necessary to verify your identity, certain transactions may be restricted or your Account(s) may be suspended or closed.

h. Indemnity for Formal Trust and Minor Accounts

Adult accountholders of minor accounts, the trustee(s) and/or any person opening a formal trust account, in their individual capacity and jointly and severally, agree to indemnify us and hold us harmless from and

against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) or minor to perform transactions or in handling or dealing with your Account.

i. No Special Access or Other Requests

We are not required to act on or comply with any instructions from you that request multiple signatures for transactions on your Account (referred to as "special requirements"). We may allow any of the persons designated on the signature card or our other records, to transact on your Account.

j. Transferring Ownership

Your Account cannot be transferred or assigned without our consent. We must approve any pledge of your Account (for example, transferring your Account to a lender to secure a loan) and any pledge remains subject to any rights we have under the terms of the Account Documents and applicable law. We may also require the Account to be closed and a new Account to be opened in the name of the transferee or pledge.

12. DORMANT ACCOUNTS AND UNCLAIMED FUNDS

If there is no customer-initiated activity in your Account for a substantial period of time as defined by state law or us, we will treat your Account as being dormant. Customer-initiated activity includes deposits or withdrawals related to your Account. If your Account becomes dormant, you agree that, unless prohibited by applicable law, we may charge dormant Account fees on your Account in addition to other charges. We may also stop sending you periodic statements or other information on your Account. If your Account becomes inactive for the period of time defined by applicable state law, we may be required to transfer the money in your Account to the state. If your Account becomes dormant, certain transactions may be restricted.

13. IF YOU OWE US MONEY

If you owe a debt to us (including any overdrafts or fees owed) whether jointly with another or individually, you agree that we may use the money in any of your Accounts to pay the debt, regardless of the source of the funds (unless prohibited by applicable law). This is our right of set-off. We will not be responsible for any check, item, or transaction that is returned because we set-off a debt against your Account. You agree to indemnify us and hold us harmless from any claim (including reasonable attorneys' fees) arising as a result of our exercise of our right of set-off. If we charge off your Account, it may be reported to the credit reporting agencies.

To the extent permitted by law, you agree that our right of set-off applies to all funds deposited into your Account, including funds received from the Social Security Administration and other federal or state agencies. If you owe us money, we may take different collection actions based on a variety of factors, including how much money you owe us.

14. TELEPHONE AND ELECTRONIC COMMUNICATIONS

In order for us to service or protect your Account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may:

- a. Make telephone calls, leave messages, and/or send e-mail or text messages to you at any telephone number(s) or e-mail addresses you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you. Your communication service provider will deliver them to you as your agent.
- b. Use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- c. Send e-mails or any other electronic communication to you at any e-mail address you give to us or that we otherwise have for you or your Account.
- d. Monitor and record any telephone call or other communication between you and us.
- e. Additionally, if you use other services that include electronic communications from us such as our Alerts Service, Text Banking or Mobile Banking, you understand and agree that:
 - i. You are responsible if we incur an expense or loss because you gave us a phone number, e-mail address, or other delivery location that is not your own.
 - ii. E-mail and text messages may not be encrypted and may include personal or confidential information. We will not be responsible for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in e-mail or text messages.
 - iii. Telephone calls, e-mail and other text messages may be delayed because of your Internet service provider(s), phone carriers, or other parties.
 - iv. Certain services that include telephone, e-mail or text messaging may only be available to a customer with eligible accounts and/or mobile devices.
 - v. Telephone calls, e-mail and text messaging are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Accounts.
 - vi. You are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider or others. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. You can cancel certain Alerts by sending STOP to 446622 at any time. In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a text message confirming that you have elected to cancel certain Alerts. For help or information on Alerts, send HELP to 446622. For additional assistance with Alerts, contact us at (800)-480-2265.
 - vii. Huntington Confirm It fraud alerts. You will receive **free** messages from short code number 49847. Message frequency varies and depends on card use. Mobile carriers are not liable for delayed or undelivered messages. For more information, call (800) 480-2265. Please note: You can opt out of Confirm It texts and/or automated phone calls at any time. Opting out applies specifically to your debit card number. Other cards associated with your Account will not be affected. If you are reissued a card with a new number, you will need to opt out again. To opt out of receiving Confirm It texts, text **STOP** to 49847. By texting **STOP** to 49847, you agree to one additional confirmation message stating you have opted out and will no longer receive messages from Huntington Confirm It. For help, text **HELP** to 49847. To opt out of automated phone call fraud alerts, call (800) 480-2265.

15. NOTICES

Except as otherwise provided in the Account Documents, notices we give you are effective when deposited in the U.S. mail addressed to the last address that we have for you, when made available to you through our online banking service, or when sent to the last known e-mail address that we have for you. If you have a joint Account, notice to one of you is effective for all joint Account holders.

16. CLOSING YOUR ACCOUNT

We may close your Account at any time, for any reason, with or without notice to you. We will return the balance in your Account, less any fees or service charges, claims, set-offs or other amounts you owe us. After your Account is closed, we have no obligation to accept deposits, pay any outstanding checks or honor any other withdrawal or transfers. You agree that we shall be relieved of any and all responsibility for refusing to honor any check or other item on a closed Account. Your obligations in the Account Documents to indemnify us survive the closing of your Account.

17. OTHER LEGAL TERMS

a. Adverse Claims

If anyone notifies us of a dispute regarding your Account, we may place a hold on your Account and we will not be responsible for refusing to honor or for failing to process any transaction. We have no obligation to determine the validity of any claim before placing or keeping the hold on your Account.

b. Illegal Transactions

You agree that you will not use your Account in any way that violates applicable law or for internet gambling and we will not be responsible for anything related to those violations or transactions if you do. We may also choose to deny any transaction if we believe there is a reason to do so, for example we believe the transaction is for internet gambling.

If we suspect any suspicious, unlawful, or illegal activities connected to your Account, we may restrict access to it, and in that case, we usually will not notify you of the activity in question.

c. Fraud

If we suspect fraud on your Account or have reason to believe we may not be able to collect the money associated with a deposit, we may place a hold on your Account and refuse to accept deposits to the extent not prohibited by law. We will not be responsible for the return of any check, item or transaction resulting from the hold.

d. Language Preferences

Account Documents are provided in English and the English versions govern our products and services. As a convenience only, we may make available some documents, Agreements, disclosures, etc. in languages other than English; however, this is simply a courtesy to you and if there is a discrepancy between an English and non-English document, the English version will apply.

e. Subaccounts

For regulatory reporting and accounting reasons, your checking account consists of two subaccounts: subaccount A and subaccount B. This internal accounting process does not affect either the appearance or the operation of your checking account in any way. All of the provisions of your Account Documents apply to both subaccounts.

Subaccount A is a checking account, and subaccount B is a savings deposit account. Periodically we review the activity in your Account to determine the amount that is NOT needed to pay checks or other debits (the "Reserved Balance"). We keep the Reserved Balance amount in subaccount B, and the amount in excess of the Reserved Balance is kept in subaccount A. We may adjust the balances between subaccount A and B by internal transfer, as we deem necessary or appropriate. We will not allow more than six transfers per monthly statement period from subaccount B to subaccount A, and if a sixth transfer is made in a monthly statement period, all funds in subaccount B will be transferred to subaccount A for the remainder of the monthly statement period.

f. Contact Information

You are responsible for keeping any contact information you have provided us up to date, such as your address. If you give us an e-mail address or telephone number, you are responsible for keeping it functioning properly, or advising us if it does not work or if it has changed.

g. No Waiver

If we fail to exercise any of our rights within the Account Documents, such failure will not waive any of our rights.

h. Limitations on Actions

You must file a lawsuit or arbitration proceeding against us related to your Account no later than one year after the conduct giving rise to the alleged claim occurs, otherwise you agree any lawsuit or arbitration proceeding filed after that time should be dismissed, to the extent permitted by law.

i. Collections

We may pursue collection of any negative balance on your Account in court or otherwise, or transfer that right to others. If we take legal action to collect any overdraft balance or other amounts you owe us in connection with your Account, you agree to pay our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

j. Change in Terms

We may change the terms of the Account Documents at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you and the method of providing the notice.

k. Document Retention

You agree that any documents we provide in connection with your Account, including but not limited to the Account documents, statements, notices and any other documents may be provided to you electronically and you consent to receive any such documents in electronic form.

You agree that we may, in the ordinary course of business, destroy the original and/or copies of the signature card or any other Account Documents in connection with your Account after we make a record, copy, photograph, image or representation of it by electronic or other means. You agree that such destruction does not alter the intent of the parties to continue to be bound by the signature card and other Account Documents. You also agree that the electronic or other record we maintain shall be treated the same as any original document. You agree not to take any action or otherwise challenge or question the validity, enforceability or accuracy of the signature card or any Account Documents merely because any of such documents was provided in electronic form or because the original was destroyed in connection with our document retention practices.

l. Governing Law

The Account Documents, your Account, and the services we provide in connection with your Account are governed by federal laws and U.S. regulations, and to the extent federal laws and regulations are not applicable (and only to that extent), the law of the state where your Account is located governs. Your Account is located in the branch where you opened your Account, and if you do not open your Account in a branch, your Account is located in Columbus, Ohio. We may change the location of your Account at any time. If any fees or charges are deemed to be "interest" under federal law, the law of the state of Ohio shall be applicable in determining the amount of interest permitted under federal law. To the extent there is any inconsistency between the terms of the Account Documents and any applicable law, the Account Documents will control to the extent permitted by law. If any of the provisions of the Account Documents cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

18. FDIC REQUIRED NOTICE FOR SWEEP ACCOUNTS

NOTICE FOR CHECKING RESERVE OR OTHER LOAN ACCOUNTS

The Federal Deposit Insurance Corporation ("FDIC") requires all banks to provide information to their customers regarding sweep features linked to deposit accounts if a bank fails and is taken over by the FDIC. If you have Checking Reserve or another loan with us, funds in your checking account are or may be swept out of your checking account in order to pay the balance of Checking Reserve or another loan with us. Funds in your checking account, prior to being swept out of your checking account, are insured up to the applicable FDIC insurance limits, which is limited to \$250,000 combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC's aggregation rules. If the FDIC takes over the bank, funds swept from your checking account to Checking Reserve or another loan with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for Checking Reserve or other loan with us by the amount of the swept funds.

III. Arbitration

THIS ARBITRATION PROVISION CONTAINS IMPORTANT INFORMATION ABOUT YOUR DEPOSIT ACCOUNTS WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN START A BINDING ARBITRATION PROCEEDING TO RESOLVE ANY CLAIMS (AS DEFINED BELOW). ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING. IF YOU REJECT ARBITRATION AS PROVIDED BELOW, OR THE DISPUTE IS NOT ARBITRATED, THIS ARBITRATION PROVISION ALSO CONTAINS A JURY TRIAL WAIVER WHICH ELIMINATES YOUR RIGHT TO A TRIAL BY JURY IN COURT.

This Arbitration Provision describes when and how a Claim (as defined below) with respect to a deposit account may be arbitrated. The term "deposit account" means any deposit account or safe deposit box at The Huntington National Bank. The terms "you" and "your" mean each deposit account owner and any other person having any legal or beneficial interest in any deposit account or any authority to access any deposit account or deposit account information or conduct transactions with respect to any deposit account. The terms "we," "us" and "our" mean (i) The Huntington National Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors and (ii) any third party providing any services in connection with a deposit account if such third party is named as a party by you in any lawsuit between you and us. By opening a deposit account with us or accepting or using any deposit account services, you agree to all of the terms of this Arbitration Provision.

YOUR RIGHT TO REJECT: If you don't want arbitration to apply with respect to a particular deposit account, you may reject it by sending us a written Arbitration Rejection Notice ("Notice") which (a) states that you want to reject arbitration; (b) states your name and address; (c) provides the account number(s) for the deposit account(s) for which you are rejecting arbitration; and (d) you sign. For accounts with joint ownership, either of you may send a Notice. The Notice must be sent by certified mail, return receipt requested, to The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43272. Upon receipt of the Notice, we will credit one of your deposit accounts for the standard cost of mailing a certified letter. These are the only procedures you can use to reject arbitration. An Arbitration Rejection Notice is only effective (i) for the deposit account(s) identified in the Notice and (ii) if we receive the Notice within thirty (30) calendar days after the date we first provide you with this Arbitration Provision for the deposit account(s) that are the subject of the Notice. Your rejection of arbitration will not affect your ability to obtain any account, product or service from us. Rejection of arbitration applies only to the deposit account(s) identified in the Notice. Rejection of arbitration does not affect the jury trial waiver contained in this Arbitration Provision, and the jury trial waiver will still apply if you reject arbitration.

1. WHAT CLAIMS ARE COVERED

Except as otherwise limited by this Arbitration Provision, "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to a deposit account. It includes any claim, dispute or controversy concerning any fees or charges relating to any deposit account and any services relating to any deposit account, including but not limited to safe deposit box services, wire transfer services, treasury management services, on-line or telephone banking services, text or mobile banking services, automated teller machine services and debit card services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, trustee, guardian or any other representative or agent. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

2. WHAT CLAIMS ARE NOT COVERED

A "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including, without limitation, the Class Action and Consolidation Waiver (see below) and/or this sentence; all such disputes are for a court and not an arbitrator to decide. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Furthermore, nothing in this Arbitration Provision limits or constrains any (i) right to self-help remedies, such as the right of set-off or the right to restrain funds in a deposit account, (ii) individual judicial action by a party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind,

(iii) right or obligation to interplead funds in the event of a dispute, (iv) right to exercise any security interest or lien in property, (v) obligation to comply with legal process, or (vi) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.

3. HOW ARBITRATION IS STARTED

Either you or we may start the arbitration of any Claim. Arbitration is started by giving written notice to the other party of the intent to start the arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address:

The Huntington National Bank
Deposit Account Arbitration
Attention: Customer Service
P.O. Box 1558
Columbus, Ohio 43272

If we start the arbitration, we will notify you in writing at your last known address we have on file. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

4. CHOOSING THE ADMINISTRATOR

The party starting the arbitration proceeding must choose either the American Arbitration Association, www.adr.org, 800-778-7879 or JAMS, www.jamsadr.com, 800-352-5267 as the administrator. However, if you are the party starting the arbitration proceeding, you may, subject to our agreement, choose a different arbitration agency or arbitrator that qualifies with the requirements of this Arbitration Provision to act as administrator. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration agency or arbitrator that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If, for any reason, the chosen arbitration agency or arbitrator is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases to qualify as an administrator under the terms of this Arbitration Provision, the parties shall, within 20 days after learning of such inability, unwillingness, cessation or disqualification, agree on another arbitration agency or arbitrator that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an arbitrator or arbitration agency; provided, however, that such arbitrator or arbitration agency must conduct the arbitration in accordance with this Arbitration Provision.

5. COURT AND JURY TRIALS PROHIBITED AND OTHER LIMITATIONS ON LEGAL RIGHTS

If arbitration is started with respect to a Claim, or if a court compels a Claim to be arbitrated under this Arbitration Provision, all of the following apply:

- a. There will be no right to try that Claim in court.
- b. There will be no jury trial on that Claim.
- c. There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.
- d. We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the "Class Action and Consolidation Waiver"). This means that neither we nor you can be a representative or member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration. In addition, this means that claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other depositor or person connected with a different deposit account (unless such persons are joint account holders or beneficiaries on your deposit account and/or other deposit accounts held by you).
- e. Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
- f. Other rights that you or we would have in court may also not be available in arbitration.

6. EFFECT OF CLASS ACTION AND CONSOLIDATION WAIVER

If the Class Action and Consolidation Waiver is invalidated or not enforced in a court proceeding, then this entire Arbitration Provision (except for this sentence and the Jury Trial Waiver) shall be null and void. Nothing in this paragraph shall affect the right of any party to appeal any invalidation or non-enforcement of the Class Action and Consolidation Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. The Class Action and Consolidation waiver does not apply to any lawsuit or administrative proceeding filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of consumers including you. This means that we will not have the right to compel arbitration of any claim brought in court by such an agency.

7. LOCATION OF ARBITRATION

Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

8. COST OF ARBITRATION

Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged to you by the administrator or arbitrator in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim in court, you will not be required to pay that amount again. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator or arbitrator. We will pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. Notwithstanding any provision in the deposit agreement or any other applicable agreement or any right we may have under applicable law, (i) we will pay your reasonable attorneys', experts' and witnesses' fees with respect to any Claim in the arbitration on which you prevail, whether you or we start the arbitration, or as required by applicable law, but otherwise those fees will be your obligation, and (ii) we will not ask you to pay or reimburse us for any of our attorneys', experts' and witnesses' fees in connection with the arbitration, regardless of which party prevails in the arbitration.

9. GOVERNING LAW

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Federal Arbitration Act, this Arbitration Provision is governed by other federal laws of the United States of America. To the extent federal law does not apply, the law of the state governing your deposit account applies. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

10. RIGHT TO DISCOVERY

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

11. ARBITRATION RESULT AND RIGHT OF APPEAL

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

12. NOTICE AND CURE; SPECIAL PAYMENT

Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state your name, address and the account number for the deposit account(s) with us that is (are) the subject of your claim; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O. Box 1558, Columbus, Ohio 43272. This is the sole and only method by which you can submit a Dispute Claim Notice. Upon receipt of a Dispute Claim Notice, we will credit one of your deposit accounts for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled as provided by this Arbitration Provision). We encourage you to address all Claims you have in a single Deposit Dispute Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

13. RULES OF INTERPRETATION

This Arbitration Provision shall survive (i) the termination or closing of the deposit account or related services, (ii) any changes to the deposit account or related services, (iii) any legal proceeding, (iv) any use of the right of set-off or any other self-help remedy or other remedy or action, (v) any transfer or assignment of the deposit account, and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). Subject to paragraph 6, if any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules, this Arbitration Provision shall govern.

14. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF ANY CLAIM, DISPUTE OR CONTROVERSY RELATING TO ANY OF YOUR DEPOSIT ACCOUNTS OR OTHER SERVICES COVERED BY THIS ARBITRATION PROVISION.

IV. Electronic Funds Transfer Services

This section includes the terms and conditions that apply to the electronic banking services or transactions we offer which include electronic transfers using your debit or ATM card, telephone transfers, and electronic payments or electronic deposits to your Account, by us or a third party.

BUSINESS DAYS: every day except Saturdays, Sundays and federal holidays.

1. ATM AND DEBIT CARDS

When you open your Account, we may issue you an ATM or Debit card (both referred to as a “Card”) at your request. ATM Cards are only available for savings and money market accounts, and any temporary card you receive is an ATM Card. If we issue you a Card, we will also issue you a Personal Identification Number (PIN) so that you can perform certain transactions that require a PIN. You will not write your PIN on your Card, share it with anyone and agree to protect your Card and PIN like you would protect your cash, checks or credit cards.

a. How You Can Use Your Card

- i. You Can Use Your Card with your PIN at ATMs to:
 - (1) Transfer funds
 - (2) Withdraw cash
 - (3) Make deposits (at Huntington-branded ATMs)
 - (4) Conduct a balance inquiry
 - (5) Obtain a mini-statement
 - (6) Make a payment on a qualifying Huntington product such as a loan or credit card
- ii. You Can Use Your Card at Participating Merchants to:
 - (1) Purchase goods or services
 - (2) Withdraw cash from your Account in connection with the purchase of goods or services if the merchant allows, but you must use your PIN for these transactions
- iii. You Can Use Your Debit Card at Participating Financial Institutions to:
 - (1) Withdraw cash from your Account through a teller but you cannot use a PIN for these transactions
- iv. The Following Limitations Apply to Your Card:
 - (1) Your ATM Card cannot be used at:
 - participating merchants (unless you use your PIN) or;
 - to withdraw cash through a teller at other financial institutions
 - (2) Your Debit Card cannot be used without a PIN at any merchant who does not accept MasterCard.

b. International Card Transactions

- i. If you use your card or card number for an international transaction and the transaction is in a currency other than U.S. Dollars, we will post the transaction to your Account in U.S. Dollars based on the applicable currency exchange rate on the day we settle the transaction. The day we settle the transaction may be a different day than the day you used your card or card number. Also, networks through which an international transaction occurs may charge fees that are added to the transaction amount. As a result, the amount posted to your Account may be a different amount than the original amount of the transaction.
- ii. There may be restrictions that prevent you from being able to use your card or card number for certain international transactions or for transactions involving certain countries.
- iii. We also charge an international transaction fee equal to 3% of the amount posted to your Account for any international transaction. The transaction is an international transaction if it’s in a currency other than U.S. Dollars or if the network that presents the transaction to us processes it outside of the United States or its territories, or facilities (such as a U.S. military base, U.S. embassy or U.S. consulate).

2. ELECTRONIC TRANSFERS

You can send electronic payments or receive electronic deposits to or from your Account, if we permit it and if processed through the processing networks that we use.

If we receive notice that an electronic deposit was sent by mistake, or was intended for another customer or account, we may deduct the amount of that deposit from your Account without investigating.

3. TELEPHONE BANKING

You may use our automated telephone services or speak to a telephone representative to obtain your Account information, transfer funds between your qualifying Huntington accounts or make a payment to a qualifying Huntington loan or credit card.

4. ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to:

- a. Pay for purchases.
- b. Pay bills.

5. TRANSACTION LIMITS

- a. You must have enough available money in your Account to complete transactions permitted by the Account Documents.
- b. For security reasons we have established limits on the dollar amount and frequency of Card transactions.
- c. You can obtain up to a total of \$400 each day per Card for cash withdrawals at ATMs or cash withdrawals or purchases using a PIN-based Debit Card transaction. Higher limits may be available upon request and approval.
- d. Transfers (including withdrawals) from your savings or money market accounts are limited by federal law. You will not make more than six (6) transfers during a calendar month for savings accounts or a statement period for money market accounts. This includes preauthorized or automatic transfers and transfers made by telephone, check, debit cards or similar order payable to third parties (but does not include transfers made through a teller or ATM). If you exceed these limits, we may refuse to permit the additional transfers, terminate your preauthorized, automatic, or third party transfer and payment privileges, close your Account or convert your Account to one that doesn't limit withdrawals.

6. ERRORS, QUESTIONS AND REPORTING UNAUTHORIZED TRANSFERS

- a. Contacting Us About Errors and Questions
 - i. Reporting: How, When, Where and What:
 - (1) Call us or write to us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction. You may call our toll-free number, (800) 480-2265, or write to The Huntington National Bank, EA4W61 P.O. Box 1558, Columbus, Ohio 43216.
 - (2) We must hear from you no later than 60 days after we sent (or made available) the FIRST statement on which the problem or error appeared. Please provide the following information:
 - Your name and account number (if any).
 - A description of 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.
 - The dollar amount of the suspected error.

NOTE: If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within ten (10) business days.

- ii. Our Investigation:
- (1) Timing:** We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly.
 - (2) Provisional (i.e. Temporary) Credits:** 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 ten (10) business days for the amount you think is in error, so that you will have 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 are not required to provisionally credit your Account.
 - (3) New Accounts:** For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. For purposes of this section, your Account would be a new Account if the error occurs within 30 days after the first deposit to the Account was made.
 - (4) Merchant and International Transactions:** For errors involving merchant and international transactions, we may take up to 90 days to investigate your complaint or question. There is also a special timing rule if the error you notify us about concerns the unauthorized use of a Debit Card for Debit Card merchant transactions. In that case, we will provisionally credit your Account for the amount you think is in error within five (5) business days after we receive your complaint or question if we do not complete our investigation within that time. However, this special timing rule will not apply, and instead the general timing rules described in the preceding paragraphs will apply, if:
 - we ask you to put your complaint or question in writing and we do not receive it within five (5) business days; or
 - we determine that the circumstances or Account history warrant us using the general timing rules described in the preceding paragraphs.
 - (5) Notice of Results:** When the investigation is completed, we will make any necessary or appropriate adjustments to your Account. We will tell you the results within three (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. If we determine that there was an error, we will correct the error within one (1) business day after we determined the error occurred. You may ask for copies of the documents that we used in our investigation.
- b. Contacting Us About Unauthorized Electronic Transfers
- i. Checking/Savings/Money Market:** If you believe that an unauthorized electronic banking transaction has been made from any of your Accounts, call us at (800)-480-2265, or write to The Huntington National Bank, Bank Card Security, 7 Easton Oval (EA5E99) Columbus, OH 43219.
 - ii.** You must notify us immediately if you believe your Account number, Card, PIN, access number, or other secret code has been lost or stolen or used without your authorization. Call us at (800)-480-2265, or write to The Huntington National Bank, Bank Card Security, 7 Easton Oval (EA5E99) Columbus, Ohio 43219.

7. STATEMENTS AND RECEIPTS

- a. Statements
- We will provide monthly statements if you have electronic banking transactions during the statement period. However, we may only provide a quarterly statement if there are no deposits, withdrawals, or transfers for your Account. If we classify your Account as inactive, we may stop sending statements. You agree to notify us promptly if you change your address.
- b. Receipts
- We will give you a receipt, or the option to get a receipt, for certain electronic banking transactions. These include deposits, withdrawals, transfers or payments that are performed at an ATM, or participating merchant.
- Participating merchants may also provide you with a receipt for electronic banking transactions you authorize with them.

8. FEES

Our fees for the transactions covered by this section are described in the Account Documents, in the Personal Account Charges Form for the type(s) of account(s) you have, or in a separate schedule (which we will provide to you).

9. STOPPING CERTAIN ELECTRONIC PAYMENTS

- a. If you have arranged to make preauthorized recurring electronic payments from any of your Accounts, you can stop any of these Payments by calling us at (800) 480-2265, or writing to The Huntington National Bank, 7 Easton Oval (EA2W40) Columbus, Ohio 43219, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.
- b. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you our regular stop-payment fee for each stop-payment order you give.
- c. If you order us to stop any of these payments three (3) business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. A stop payment request will only stop a particular payment. You must tell us if you want all scheduled future payments cancelled. You should also contact the person or company with whom you arranged for the preauthorized recurring electronic payment service.

10. VERIFYING CERTAIN ELECTRONIC DEPOSITS

If you have arranged to have preauthorized recurring electronic deposits made to any of your Accounts at least once every 60 days from the same person or company, you may call toll free (800) 480-2265 to find out whether or not the deposit has been made. We will ask for reasonable identification. All deposits and payments are subject to certain verification procedures.

11. NOTICE OF VARYING AMOUNTS

If you have arranged for preauthorized recurring electronic payments that may vary in amount to be made from any of your Accounts, the person or company you are going to pay will tell you, at least 10 days before each payment is scheduled to be made, 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 would fall outside certain limits that you set.

12. AUTHORIZATION GIVEN TO OTHERS

We don't recommend you share your Card, PIN, secret code or other access device with anyone. Anyone to whom you have given your Card, PIN, secret code or other access device can perform electronic banking transactions to or from your Accounts even if that person exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person you authorize exceeds your authority. If you have given (or authorized us to give) another person your Card, secret code, access device, or PIN and you want to terminate that other person's authority, you must notify us that transactions by that person are no longer authorized. We must have a reasonable time to act on your notice after we receive it. To notify us, call us toll free at (800) 480-2265, or write to The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.

13. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

- a. Tell us AT ONCE if you believe your Card, PIN, access code or other secret code has been lost or stolen or used without your authority or if you believe that an unauthorized electronic banking transaction has been made from your Account. See the "Errors, Questions and Reporting Unauthorized Transfers" section above for how to contact us. Calling us is the best way to reduce your potential losses. You could lose all the money in any Account(s) that can be accessed with your card or PIN, plus all the money in any other Account that is linked for overdraft protection or the maximum overdraft line of credit that you may have on any Account(s).
- b. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card, access code, and/or PIN without your permission.
- c. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, access code and/or PIN, and we can prove we could have stopped someone from taking the money without your permission if you had told us, you could lose as much as \$500.

- d. Check your statement: If your statement shows electronic transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you 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.
- e. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- f. There is a special liability rule for Debit Card merchant transactions.** If someone uses your card and/or PIN without your authority for a Debit Card merchant transaction, you will have no liability for that transaction unless we determine that you were grossly negligent in the handling of your Account, in which case the liability rules described above in this section will apply.

14. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete an electronic banking transaction from your Account (that is covered by this Electronic Banking Services section) on time or in the correct amount, we will be liable for your losses or damages unless an exception applies such as:

- a. Due to no fault of ours, you do not have enough money or credit in your Account to make the transaction, or if the account has been closed or is not in good standing.
- b. The transaction would go over the credit limit of any overdraft line or credit card account you may have with us.
- c. The equipment or system is temporarily out of service, closed for maintenance or is not working properly, and you knew about this when you started the transaction.
- d. A merchant or other third party refused to honor your card.
- e. The money in the Account you are accessing is subject to legal process or other claim restricting the transaction.
- f. You have not properly followed our instructions or if you provide us with wrong or inaccurate information.
- g. Circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions we have taken.

15. DISCLOSURE TO OTHERS

Information about your Accounts may be disclosed as follows:

- a. To investigate or control fraud, security or similar risks.
- b. To investigate disputes or inquiries you initiate.
- c. To consumer reporting agencies.
- d. In connection with audits or any sale or transfer of your Accounts or a Huntington company or division.
- e. To help complete a transaction you initiate, including information requested to verify the existence or condition of an Account.
- f. When disclosure is required by law or to protect or enforce our rights.
- g. To comply with government agency examination or investigation.
- h. To companies that perform services for us in connection with your Accounts, such as data processing and software companies and collection agencies.
- i. With your consent.
- j. As allowed by our Privacy Notice.

16. TERMINATING ELECTRONIC FUNDS TRANSFER SERVICES

- a. We can terminate some or all of the services we provide under these terms and conditions at any time.
NOTE: Temporary ATM Cards automatically terminate 21 days after issued.
- b. You can terminate any Electronic Funds Transfer Services by calling us and requesting us to revoke your access.

V. Funds Availability Policy

Our Funds Availability Policy helps you determine when funds you deposit into your Huntington consumer checking account(s) will be available to you. Our policy is to make funds from your deposits available to you according to the type of deposit you make and the amount of time you have had a deposit account with us. Follow the steps below to determine the availability of your deposit. Unless otherwise indicated, this Funds Availability Policy does not apply to savings accounts, money market accounts, certificates of deposit or IRAs.

Please note that even though a deposit made during a business day may not be available that same day under this Funds Availability Policy, we may use the full amount of the deposit to authorize transactions or to pay other items presented for payment from your Account.


STEP ONE: Determine the day your deposit is received.

STEP TWO: Determine when funds are generally available.

STEP THREE: Review the “Longer Delays May Apply” section below which provides information about when other delays may impact when funds from check deposits become available.

1. STEP ONE: DETERMINING THE DAY YOUR DEPOSIT IS RECEIVED

When determining the day your deposit is received, every day is a business day, except Saturdays, Sundays and federal holidays.

- a. Deposits Made With Our Branch Tellers or Huntington ATMs:
 - i. Cash deposits are considered received on the day of deposit, even if that day is not a business day.
 - ii. Any other deposit made before our branch closes or before midnight CT at our ATMs, on a business day, is considered received that day. Otherwise, it is considered received the following business day.
(You can determine Huntington ATMs we own or operate by  or “Huntington” on the ATM screen.)
- b. Deposits Made With Our Huntington Night Depositories:

Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. If you make a deposit through one of our night depositories, the day your deposit is considered received by us is the business day we remove it from the night depository, so long as your deposit is accessible for processing (e.g., your bag with the deposit is not locked). This typically is the next business day after you make the deposit, but could be longer depending on the location of the night depository. Once received, availability of your deposit will be made in accordance with the information defined in Step Two below.

2. STEP TWO: DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

Once you have determined what day your deposit is received, you can determine when your funds will generally be available as shown below. Available funds may be used for all purposes we permit, including, for example, withdrawals in cash or used to pay checks and other items. Don't forget to check the LONGER DELAYS MAY APPLY SECTION (Step Three), which includes additional information that may impact the availability of your deposit.

- a. Deposits Made With Our Branch Tellers or Huntington ATMs:
 - i. If you have been a checking, savings, or money market customer with us for longer than 30 days:
 - (1) CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
 - (2) CHECK Deposits:** The entire amount will be available the NEXT BUSINESS DAY after the business day we receive your deposit.
 - ii. If you have been a checking, savings or money market customer with us for 30 days or less:
 - (1) CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
 - (2) CHECK Deposits:** Generally up to \$500 (for checks not classified as “Other CHECK Deposits” below) will be available the NEXT BUSINESS DAY after the business day we receive your deposit.

The remainder will be available the SECOND BUSINESS DAY after the business day we receive your deposit.

(3) Other Check Deposits: Checks drawn on The Huntington National Bank, U.S. Treasury checks, Federal Reserve Bank and Federal Home Loan checks, U.S. Postal Service money orders, State and Local Government Checks, cashier's, certified or teller's checks and Traveler's checks:

- The entire amount of your deposit will be available on the NEXT BUSINESS DAY after the business day we receive your deposit.

b. Electronic Deposits:

The entire amount of deposits received by wire transfers or other electronic deposits, such as direct deposits, will be available the SAME BUSINESS DAY your deposit is received.

3. STEP THREE: DETERMINING IF WE HAVE PLACED A HOLD ON YOUR DEPOSIT

a. Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available at the times shown above, and this sub-section could apply to check deposits made to your savings or money market account. Depending on the type of check that you deposit, funds may not be available until the second business day after the business day of your deposit. However, at least the first \$200 of each day's total deposits will be available on the first business day after the business day of deposit.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit, **when possible**. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- i. If we believe the check being deposited is uncollectible.
- ii. If you make deposits in any one day that exceed \$5,000.
- iii. If a check that has been returned unpaid is re-deposited.
- iv. If you have overdrawn your Account repeatedly in the last six months.
- v. If there is an emergency such as failure of communications or computer equipment.
- vi. If you have been a checking, savings, or money market account customer with us for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons and tell you when you will be able to withdraw the funds. The delay in your ability to withdraw funds will generally not exceed seven (7) business days from the business day of your deposit.

b. Additional Terms to Consider

i. Huntington Mobile App

This Funds Availability Policy and the requirements of Federal Reserve Board Regulation CC do not apply to deposits made through Huntington's mobile app. Deposits made through Mobile Deposit must be received by us no later than 11:59 p.m. CT on any business day in order to be considered on that same day. Funds from these deposits will be available for withdrawal between the first and second business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. Please refer to your Online Services Agreement for more information on mobile deposits.

ii. Holds On Other Funds

If we cash a check for you that is drawn on another financial institution or entity, we may place a hold on an equal amount of funds in your Account for the length of time it would have taken for the check to be available for withdrawal if it had been deposited to your Account.

iii. Checks That Are Returned To Us Unpaid and Processing

Please remember that even after we have made funds available to you, and you have withdrawn the funds, this doesn't mean that the check or other item you deposited has cleared or been paid by the paying bank. It's possible that the item may be returned to us even after significant time has passed since your deposit and you are still responsible for checks or other items you deposit that are returned to us unpaid and for any other problems involving your deposit.

VI. Substitute Checks and Your Rights

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

2. 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 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, non-sufficient fund 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 are also 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 ten (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.

3. HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at **1-800-480-2265** or stop by your nearby Huntington banking office. 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. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- b. An estimate of the amount of your loss;
- c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- d. A copy of the substitute check or the following information to help us identify the substitute check:
 - i. Account Number
 - ii. Check Number
 - iii. Amount
 - iv. The name of the person, business or organization to whom you wrote the check.

VII. Privacy Notice

Rev. November 2017

FACTS**WHAT DOES HUNTINGTON 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 also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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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 and income • Payment history and credit scores • Investment experience and insurance claim history
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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 Huntington chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Huntington 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	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call toll-free 1-800-537-0861 – Our menu will prompt you through your choices. <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Questions? Call toll-free 1-800-480-BANK (2265) or go to huntington.com
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Who we are

Who is providing this notice?

Huntington companies that are financial service providers, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors and insurance agencies.

What we do

How does Huntington 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 Huntington collect my personal information?

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Make deposits or withdrawals from your account
- Apply for insurance or seek advice about your investments

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

- 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 on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply only to you – unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a Huntington name and financial companies, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors, and insurance agencies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include banks, securities broker-dealers, insurance companies, data processors, software companies, collection agencies, credit bureaus, marketing service providers, and state and federal government agencies.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial institutions with whom we have joint marketing agreements, such as insurance companies, mutual fund companies, and motor vehicle dealers.*

Other important information

State Disclosures

In addition to your rights described below and in this notice, you may have other rights under state laws. We will comply with applicable state laws with respect to our information practices.

Important information for Ohio residents that apply for or obtain an insurance product for personal, family, or household purposes from a Huntington insurance agency –We may collect personal information from sources other than the persons proposed for insurance coverage (see, for example, the "How does Huntington collect my personal information?" section). We may also disclose that information, as well as other personal or privileged information subsequently collected, to third parties outside Huntington without your authorization to the extent disclosure is permitted by law. Ohio law provides a right to review and correct personal information that Huntington collects about you. To receive a more detailed description of our information practices, please write to us at: Huntington Customer Information Services, Ohio Insurance Information Practices, P.O. Box 1558, HP0700, Columbus, Ohio 43216.

California and Vermont Customers have other protections under state law. If your primary mailing address is in California or Vermont, we will not share your credit or financial information that we collect except as permitted by law, including, for example, with your consent or to service your account. We will also not use your information for joint marketing purposes. We do not share customer information with third parties except as permitted by law.


Important information for Nevada residents – At any time, you may request to be placed on Huntington's internal do-not-call list by calling us toll-free at 1-800-537-0861. Nevada law requires that we provide you with the following contact information to enable you to obtain further information: (i) Huntington Customer Information Services, Nevada Do-Not-Call Information, P.O. Box 1558, EA4W58, Columbus, Ohio 43216, Phone: 1-800-480-BANK (2265), Email: privacy@huntington.com, and (ii) Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, Nevada 89101, Phone: 1-702-486-3132, Email: BCPINFO@ag.state.nv.us.

Affiliates Providing this Notice

- The Huntington National Bank
- The Huntington Investment Company
- Huntington Insurance, Inc.
- HBI Title Services, Inc.

VIII. Additional Information and Use Disclosures

ADDITIONAL INFORMATION AND USE DISCLOSURES	
Your Choice About Promotional Offers	You may call us toll-free at 1-800-537-0861 to tell us your preferences about receiving special pricing or other promotional offers from us. If you do that, however, our ability to tell you about offers that may benefit you and help you save and invest in your future may be limited. Whether or not you make this choice, we will still contact you from time to time about your accounts and provide account mailings to you, such as statements and notices. We may also include special pricing or other promotional offers with such account mailings.
Correcting Errors in Information We Share with Consumer Reporting Agencies	If you believe any of the information we share with a consumer reporting agency is in error, please let us know. Write to us at: <u>Huntington Customer Information Services, Consumer Reporting Agencies, P.O. Box 1558, EA4W25, Columbus, Ohio 43216.</u> Please provide us with your complete name, current address, phone number and Social Security number. You will also need to include your account number, type of account, the specific item in dispute and other supporting documentation or information we reasonably require. You must tell us the reason you believe this information has been reported in error.
Identity Theft	The law provides certain rights to victims of identity theft. If you believe you are a victim of identity theft with respect to any of your accounts or transactions with us, you may notify us at: Huntington Customer Information Services, Identity Theft, P.O. Box 1558, EA3W21, Columbus, Ohio 43216. Please provide as much detail as possible about the accounts or transactions in question, including any dates and account or transaction numbers that apply. We may contact you to discuss additional information necessary to resolve the matter. For more information about our identity theft policies and practices, please visit huntington.com and type "ID Theft" in the search box. There you will find helpful information about how to protect yourself. You will also find additional information on what to do if you believe you are a victim of identity theft.
Important Information About Procedures for Opening a New Account	To help the Government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
For Our Insurance Customers	From time to time, a Huntington insurance agency may review your account and obtain additional quotes on your insurance program to ensure your competitive place in the market. To perform this service, our quoting carriers will utilize certain consumer report information, such as motor vehicle reports, claim history reports, and credit reports. You may request that our insurance agencies not provide this service by emailing insurance.compliance@huntington.com or by writing to us at: Huntington Insurance, Insurance Opt-Out, P.O. Box 1558, HP0700, Columbus, Ohio 43216. Please include your name, address, telephone numbers, the specific policy numbers and Social Security numbers on your written request.

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FORM: RRCONSUMERDEPACCTAGREE (03/18)