



ONLINE ACCESS AND BILL PAY AGREEMENT AND DISCLOSURE STATEMENTS

I. ONLINE ACCESS AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, transfer funds between qualifying Internet-enabled accounts or use new features or services that we provide as part of our Online Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. If you wish to make payments from your qualifying accounts, those payment transactions will be governed by the terms of our Bill Pay Agreement and Disclosure Statement and not this agreement.

Explanation of Certain Terms

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

Access Codes

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

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

Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Individual Agreement for Online Banking Service

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

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. These will be one or more accounts with us, and may include accounts at other financial institutions for certain services. For accounts with us, you must be a named owner/obligor on the account in our records for it to qualify. For certain services we provide through our Online Banking service, you may be able to access accounts at other financial institutions. You agree to provide us with any authority we require before we permit access to any qualifying account. If any transfer is from a personal credit line or credit card account, the transfer provides credit under the terms previously disclosed for your personal credit line or credit card account.

How to Use Our Online Banking Service

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

Types of Online Banking Services

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

- Transfer funds between qualifying accounts with us;
- Transfer funds between a qualifying account with us and a qualifying account at another financial institution;
- Obtain information that we make available about qualifying accounts with us; and
- Obtain other services or perform other transactions that we allow.

Preauthorized Recurring Fund Transfers

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

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of Internet service providers, telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

We may also have certain other limits on the number or amount of transactions. Limits may vary by customer and may change over time. Current limits are posted and available within our Online Banking service for your review. Further, transfers from a credit card account are deemed “cash advances” and subject to those limits and fees under the terms previously disclosed for your credit card account.

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

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers between qualifying accounts with us. You should allow at least 3 business days for us to process transfers between a qualifying account with us and a qualifying account with another financial institution.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. We will notify you of the Online Banking cut-off time in any manner we choose, but usually the cut-off time is posted on our website.

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

Our Liability for Failure to Complete Transfers from Consumer Accounts

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

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

Business Days

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

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service before the cut-off times listed on our website, and either delete it or make the change.

You may also call us at 800-480-BANK (2265) or write to us at Huntington Customer Service (EA5C42), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

Statements

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

Online Banking Fees

There are currently no fees for general access to our Online Banking service and if that changes we will provide notice in advance. However, there may be account related fees or fees for certain services or transactions. Any fees will either: (1) be posted and available within Online Banking for your review at the time of the transaction; or (2) be included in the disclosures provided to you when you opened your account.

Disclosure of Information to Others

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

- To consumer reporting agencies.
- In connection with audits or any sale or transfer of your accounts or a Huntington company or division.
- For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an account.
- To resolve disputes or inquiries you may have about your accounts.
- With your consent or at your direction.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- To companies that perform services for us in connection with your accounts, such as data

- processing and software companies and collection agencies.
- As otherwise necessary to service your account, or as permitted or required by law.
- In response to a request from any Huntington company.

See our separate “Consumer Information Privacy Notice” for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

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

Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit) or you could be liable up to \$50 on your credit card account. Refer to your personal credit line agreement to determine liability on that account.

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

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts.

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

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

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

For your credit card account, you could be liable up to \$50. Refer to your personal credit line agreement to determine liability on that account.

Transfers Involving Insufficient Funds

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

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

In Case of Errors or Questions About Transactions Involving Consumer Accounts

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

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

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

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

However, if the account is at another financial institution, we will extend by a reasonable time the 60-day period if a delay resulted from an initial attempt by you to notify the account-holding financial institution. If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90

days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

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

In Case of Errors or Questions About Transactions Involving Consumer Credit Card Accounts

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

If you think your bill or a transaction is wrong, or if you need more information about a transaction on, write us on a separate sheet at: Huntington National Bank – Dispute Resolution, P. O. Box 84082 Columbus, GA 31993-9261.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: Your name and Account number, the dollar amount of the suspected error, describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill

was correct.

Refer to your personal credit line agreement to determine what to do in case of errors or questions on that account under the section entitled “Your Billing Rights”.

Mobile Deposit Terms

These terms are part of the Online Access Agreement and Disclosure Statement, all of which are applicable to Mobile Deposit except for the following sections: *When Online Funds Transfers are Made, Our Liability for Failure to Complete Transfers from Consumer Accounts, Preauthorized Recurring Fund Transfers, Your Liability for Unauthorized Transactions From Consumer Account, Transfers Involving Insufficient Funds, In Case of Errors or Questions About Transactions Involving Consumer Accounts , and In Case of Errors or Questions About Transactions Involving Consumer Credit Card Accounts.*

Features and Functionality

Huntington Mobile Deposit (“Mobile Deposit”) enables using certain mobile devices to submit images of the front and back of certain checks and transmit them electronically to Huntington for deposit into eligible accounts.

Deposit Limits

We may establish limits on the number and total amount of checks deposited using Mobile Deposit. Additionally, limits may vary by customer and may change over time. Current available limits may be found within the Huntington Mobile app. We may, in our discretion, reject or deposit the items in excess of these limits.

Cutoff Times

Deposits made through Mobile Deposit must be received by us no later than 11:59 PM ET on any business day in order to be considered deposited on that same day. Deposits we receive after that time, or on a weekend or federal holiday, will be considered deposited on the next business day. Business days are Monday through Friday, excluding federal holidays. Please keep these cutoff times in mind when depositing checks to fund an overdrawn account to qualify for a waiver of an Overdraft Fee.

Availability of Funds

The Funds Availability Policy for your checking account as well as the funds availability requirements of Federal Reserve Board Regulation CC (“Reg CC”) do not apply when you deposit checks through Mobile Deposit. Funds from deposits made through Mobile Deposit generally 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. All deposits are subject to our verification procedures and we may refuse, limit or return deposits for any reason and will not be liable for doing so even if those actions cause outstanding checks or other debits to your account to be dishonored or returned.

Eligible Deposits

You agree that you will only deposit checks drawn on U.S. financial institutions and that the image of the check you send to us through Mobile Deposit shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. All check and items must be legible and conform to the technical standards set forth by the Federal Reserve Board, our regulatory agencies or processors. We are not responsible for rejection or delays associated with your deposit that result from poor image quality. You will not use Mobile Deposit to deposit any of the checks set forth below:

- Checks payable to someone other than the person or entity whose account the check is being deposited into;
- Travelers checks, money orders, or savings bonds;
- Checks payable in a currency other than U.S. dollars;
- Checks drawn on a financial institution outside the United States;
- Checks containing any alteration which you believe, or should believe, to be fraudulent or not authorized by the owner of the account on which it is drawn;
- Checks that are not in their original form (e.g., remotely created checks or substitute checks);
- Checks that have already been deposited or that are in the process of being deposited, nor will you attempt to redeposit or negotiate those checks with any other party;
- Checks on which a stop payment order has been issued or for which there are insufficient funds; and
- Checks that otherwise violate these terms and conditions.

Fees

There is currently no service charge to use Mobile Deposit. If that changes, we will provide notice in advance.

Hardware and Software Requirements

In order to use Mobile Deposit, you must obtain, use, and maintain, at your expense, compatible hardware and software. We are not responsible for any third party hardware or software you may need to use Mobile Deposit. We may also change hardware or software requirements at any time or may require you to upgrade your Huntington Mobile app to continue using Mobile Deposit.

Transmission and Other Errors

Processing, technical, transmission and other errors can occur. We are not responsible for these errors or any losses you may incur as a result. If you become aware of an error regarding a deposit through Mobile Deposit, you agree to provide notice to us no later 30 days after the applicable account statement is sent. Unless we hear otherwise from you during that time, all deposits made through Mobile Deposit will be deemed correct and you will not bring a claim against us alleging an error.

Changes to or Termination of Service

We may, in our sole discretion, change or discontinue Mobile Deposit, or otherwise restrict your access, in whole or in part, at any time without notice to you. Your continued use of Mobile Deposit constitutes your agreement to any changes.

Your Responsibilities and Warranties to Us

- You (and other payees) will endorse all items with your name(s) and “For Deposit Only – Huntington Bank” on all checks prior to attempting to deposit a check through Mobile Deposit;
- You are solely responsible for the original check, including storage, retrieval and destruction. Once you deposit the check for processing, you will mark it with the date of deposit and “Huntington Mobile Deposit” and will destroy it within 14 days after the deposit is credited to your account to prevent future deposit;
- You will only provide accurate and true information to us, including the front and back of the images transmitted to us;
- You will comply with these terms and conditions as well as all laws and regulations applicable to you in your use of Mobile Deposit;
- You agree to indemnify and hold us harmless from any loss or expense associated with your breach of these terms and conditions.

Disclaimer of Warranties

YOU AGREE YOUR USE OF MOBILE DEPOSIT IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE FURTHER MAKE NO WARRANTIES THAT MOBILE DEPOSIT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF MOBILE DEPOSIT EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Changing Terms and Terminating This Agreement

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

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

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

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your

notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

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

Waivers

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

Notices and Communications

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

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

Recording

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

Attorney Fees

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

Law That Applies

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

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

Company Representative If You Are a Business Entity

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

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

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

Your Liability for Transactions From Business Accounts

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

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

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

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

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the

better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

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

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

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

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

Security Procedures

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

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

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

Indemnification

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

If we issue fewer than 10 cards to you for use by your employees the following sections do not apply: **Your Liability for Transactions From Business Accounts, Limitations on Our Liability in Connection with Business Accounts, Security Procedures, and Indemnification. The remaining Online Access Agreement and Disclosures Statement still applies, if we issue fewer than 10 cards to you for use by your employees, including the following sections, notwithstanding the section headings: Our Liability for Failure to Complete Transfers from Consumer Accounts, Your Liability for Unauthorized Transactions From Consumer Accounts, and In Case of Errors or Questions About Transactions Involving Consumer Credit Card Accounts.**

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

Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us 800-480-BANK (2265) or write us at Huntington Customer Service (EA5C42), P.O. Box 1558, Columbus, Ohio 43216 and we will forward a hard copy to you.

II. BILL PAY AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms and conditions that apply when you use our bill pay service through

online, software, or other methods that we may provide. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must follow all of our instructions and procedures applicable to the services covered by this agreement.

Explanation of Certain Terms

- “We”, “us” and “our” mean The Huntington National Bank, Columbus, Ohio.
- “You” and “your” mean an individual person or business entity that we permit to use our bill pay service subject to the terms of this agreement.
- “Company representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our bill pay service.
- “Bill pay” means our service that allows you to make payments and obtain information in accordance with this agreement.
- “Online” means through the Internet by use of a personal computer or other screen-based electronic device.
- “Telephone” means through audio telephone connection.
- “Account” means a deposit account for which transactions may be performed using our bill pay service.
- “Consumer account” means an account established primarily for personal, family, or household use.
- “Business account” means an account that is not a consumer account.
- “Payee” means any person or entity that we agree to establish as a payee for you.
- “Access codes” include the customer identification number, password and any other means of access to our bill pay service we establish or provide for you.
- “Send On” date is the date that you'd like Huntington to send your payment. The funds for the payment will be deducted from your account on the Send On date you enter.
- “Deliver By” date is the date we anticipate your payment will be delivered to the payee that you have designated. When you attempt to choose a Send On date you will be informed of the earliest available Deliver By date taking payment method (electronic or mailed check) and weekend/federal holidays into consideration.

Protecting Your Personal Information

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

Individual Agreement for Bill Pay Service

We do not have joint agreements for our bill pay service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of your bill pay funding accounts may be jointly owned with others. If joint account holders each obtain our bill pay service— meaning that each of you will have separate access codes—this will be identified as two separate bill pay services.

Bill Pay Funding Accounts

A bill pay funding account is a qualifying checking account with us from which you may make payments using our bill pay service. You must be a named owner of the account in our records for it to qualify. All of the qualifying accounts in your profile with us will be available as bill pay funding accounts. If there is more than one qualifying account, we will ask you to designate the default account that will automatically be used absent your choice of a different account.

Designating Payees

You must designate the persons or entities that you want to pay through our bill pay service. This can include us for payments to us. It can also include you if you want to make payments to accounts in your name with us or other financial institutions. However, payments to individuals or entities outside the United States of America are not permitted except for payments to individuals or entities in Puerto Rico or the U.S. Virgin Islands; payments to individuals or business entities in a foreign currency are not permitted; and tax payments or court ordered payments are not permitted. Finally, we have the right to refuse to allow you to designate any other particular payee or class of payees.

You will have to give us any account numbers or other identifying information that we or a payee need so that your payments can be properly credited. If any account number or identifying information changes, or if you want to add or delete payees or other accounts with us, you must provide us with such changes.

Bill Pay Transactions

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

- Make individual payments or reauthorized recurring payments from a bill pay funding account to payees you have designated in accordance with this agreement.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.

We may introduce or offer new or additional services from time to time in connection with our bill pay service. By using these new services after they become available, you agree to be bound by all the terms and conditions that apply to those services.

Preauthorized Recurring Payments

You authorize us to establish preauthorized recurring payments in accordance with the requests you make for us to do so. We will only allow preauthorized recurring payments that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your communications link, whether by online or software, to our bill pay service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our bill pay

service.

If we give you any software to use in connection with our bill pay services, we do so on an “as is” basis from the vendor who provides it to us.

We make no warranties, express or implied, in connection with such software, including without limitation, the warranties of merchantability and fitness for a particular purpose.

Limits On Bill Pay Transactions

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

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

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

When Bill Pay Payments Are Made and Payment Method

Payments are not final at the time we receive your instructions, but we will begin to process them promptly. We will send payments either electronically or by mailed check. Payment method (electronic or mailed check) usually depends on the payee’s determined method of receiving payments. We indicate within Bill Pay if we will send the payment electronically or by mailed check. Also, we may change the method by which we will send a payment to a payee (i.e., we may initially send a payment by mailed check and subsequently send a payment to the same payee electronically and vice versa). Unless required by law, we will not provide you notice of such change.

If we send the payment by mailed check, you should allow at least 5 business days for payees to receive your payments. This means that you should choose a Send On date that is at least 5 business days before the date the payment is actually due, not the late date and/or grace period date. If we send the payment electronically, you should allow at least 2 business days for payees to receive your payments. This means that you should choose a Send On date that is at least 2 business days before the date the payment is actually due, not the late date and/or grace period date.

Regardless of payment methods, once you choose a Send On date, you will be informed of the earliest available Deliver By date. Please remember while we anticipate that most payments will be delivered by the Deliver By date, there may be circumstances beyond our control that may result in some transactions taking longer to be credited by your payee to your payee account. For example, mailed checks could be lost or delayed by the U.S. Postal Service. We also can’t predict the exact date that a payment will be posted by the receiving

payee as payees may not immediately record a payment when it receives a payment from us.

We may permit you to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which we may change from time to time without giving you notice of such change. If we send the payment electronically or by some other means, we may store the memo line in Bill Pay for you, but we will not send the memo line to the payee. If we send the payment by mail, we may send the memo line to the payee. You agree not to use any obscene, lewd, or harassing language in any memo line.

Each payment will be posted to the bill pay funding account from which it is made, and to any other account with us that is involved in the transaction, on the date you have specified. Each payment you make on a non-business day, or after our bill pay cut-off time on any business day, will be considered made on the following business day. We will notify you of the Bill Pay cut-off time in any manner we choose, but usually the cut-off time is posted on our website.

To the extent the automated clearing house (“ACH”) network is used to facilitate your bill pay payments (typically, bill pay payments sent electronically), you agree to be bound by the National Automated Clearing House Rules. Further, you agree no bill pay payment will violate or violates any U.S. law.

Our Liability for Failure to Complete Payments From Consumer Accounts

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

- If, through no fault of ours, you do not have enough available money in the account from which a payment is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment because of insufficient funds.
- If any payment would go over the credit limit of any overdraft or other credit account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we or a payee can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you receive notice from a payee that any payment you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact.
- If the payee was a person or entity that you are not permitted to designate as a merchant (see the Designating Payees section above).
- If you do not instruct us soon enough for your payment to be received and credited by the time it is due.
- If a payee (other than us) does not process your payment promptly or correctly.
- If the money in the account from which a payment is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken. For example, delays or losses of check payments by the U.S. Postal Service, delay by the

payee in posting the payment once received, etc.

- If we do not process a payment or place a stop payment on it because the payee is a match or a potential match (as we determine) to the SDN list or any other list compiled by the U.S. Treasury's OFAC.

Business Days

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

Stopping or Changing Payments

If you want to stop or change payments you have instructed us to make, you must notify us before we have started processing the transaction.

This applies to both individual payments as well as preauthorized recurring payments. The normal way to do this is for you to access the appropriate function in our bill pay service no later than 3:59 pm ET the day the payment is scheduled to be made, and either delete it or make the change.

You may also call us at 1-800-480-BANK(2265) or for Business account customers at 1-800-480-2001, or write to us at Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring payment from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated National ("SDN") list or any other list compiled by the U.S. Treasury's OFAC. If any payment is made to a payee who is a match or a potential match (as determined by us) to the SDN list or any other list compiled by the U.S. Treasury's OFAC, we may place a stop payment on any of those payments sent by mail.

Statements

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

Notice of Incomplete Transactions

You agree to notify us promptly if you receive notice from a payee or other institution that a payment you made through our bill pay service has not been completed or remains unpaid.

Disclosure of Information to Others

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

- To consumer reporting agencies.
- In connection with audits or any sale or transfer of your accounts or a Huntington company or division.
- For fraud, security or risk control.
- To help complete a transaction you initiate, including information requested to verify the existence or condition of an account.
- To resolve disputes or inquiries you may have about your accounts.
- With your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize.
- When disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights.
- To companies that perform services for us in connection with your accounts, such as data processing and software companies and collection agencies.
- As otherwise necessary to service your account, or as permitted or required by law.
- In response to a request from any Huntington company.

See our separate “Consumer Information Privacy Notice” for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

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

Notify us IMMEDIATELY for Unauthorized Transactions

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

You may call us at 1-800-480-BANK(2265) or for Business account customers at 1-800-480-2001, or write to us at Huntington Direct Bill Pay (EA4W26), P.O. Box 1558, Columbus, OH 43216. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

Your Liability for Unauthorized Transactions From Consumer Accounts

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes

involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

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

Also, if your statement for a consumer account shows payments covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Payments Involving Insufficient Funds

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

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

In Case of Errors or Questions About Transactions Involving Consumer Accounts

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

Call us at 1-800-480-BANK(2265) or for Business account customer sat 1-800-480-2001, or write us at Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement is wrong or if you need more information about a payment covered by this agreement which is listed on the statement.

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

- Tell us your name and account number (if any).
- Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that

we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

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

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

Changing Terms and Terminating This Agreement

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

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

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

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

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

Waivers

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

in a writing enforceable against us.

Notices and Communications

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

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

Recording

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

Attorney Fees

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

Assignment

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

Law That Applies

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

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

Company Representative If You Are a Business Entity

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

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

- Make payments from all bill pay funding accounts, regardless of the dollar amount of

the transaction.

- Make payments regardless of whether he/she is otherwise an authorized signer on any bill pay funding accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make payments or obtain information or other services.

Your Liability for Transactions From Business Accounts

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

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

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

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our bill pay service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

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

Call us at 1-800-480-BANK(2265) or for Business account customers at 1-800-480-2001, or write us at Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement is wrong or if you need more information about a payment covered by this agreement which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our bill pay system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on

instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our bill pay system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

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

Security Procedures

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

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

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

Indemnification

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

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

Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our bill pay service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our bill pay service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our bill pay service is also your acknowledgment that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us 1-800-480-BANK (2265) or for Business account customers at 1-800-480-2001, or write us at Huntington Direct Bank (EA5C42), P.O. Box 1558, Columbus, Ohio 43216 and we will forward a hard copy to you.

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