

**ELECTRONIC  
BANKING SERVICES  
AGREEMENT AND DISCLOSURE  
STATEMENT**

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**WHAT THIS AGREEMENT COVERS**

This agreement states terms and conditions that apply when you perform any of the following electronic banking transactions that we offer:

- \* ATM transactions.
- \* PIN-based merchant transactions.
- \* Check Card merchant transactions.
- \* Direct Line transactions.

The terms and conditions in this agreement are in addition to those that apply to any deposit or credit card account you may have with us. They are also in addition to any other agreement covering types of electronic banking transactions or services not covered by this agreement.

**GENERAL DEFINITIONS**

When used in this agreement, the following terms have the meanings described below: "you" and "your" mean each person who has been issued a card and a PIN and/or a customer identification number and a secret code for use with transactions covered by this agreement.

- \* "we", "us" and "our" mean The Huntington National Bank, Columbus, Ohio.
- \* "card" means the card(s) we have issued to you under this agreement.
- \* "card account" means the account number we establish for each card. If we have issued a joint card account, the cards will have the same account number and will be one card account. Otherwise, each card we issue to you will have a different account number and will be a separate card account.
- \* "ATM" means automated teller machine. \*
- "PIN" means personal identification number.
- \* "PIN-based merchant transaction" as described in this agreement requires use of a PIN. In this agreement, a PIN-based merchant transaction does not include a Check Card merchant transaction.
- \* "Check Card" means the Huntington

Check Card accepted by Visa merchants. A "Check Card merchant transaction" does not require use of a PIN. In this agreement, a Check Card merchant transaction is not a PIN-based merchant transaction.

- \* "Direct Line" means our voice response unit telephone banking service.
- \* "cash" may mean a cash substitute which may be used to purchase goods or services from the merchant at which the ATM or point of sale terminal is located.
- \* "Huntington credit card account" means a credit card account branded with the "Huntington" name and issued by us or another financial institution.
- \* "access number" means your card number, customer identification number, PIN, secret code, or any other alpha, numerical, or alpha-numerical sequence which we require or allow to be used to access accounts for the transactions covered by this agreement.

**TYPES OF AVAILABLE CARDS**

We allow the following cards (and their related card numbers) to access the services and perform the transactions covered by this agreement:

- \* Huntington Temporary Electronic Banking Card.
- \* Huntington Electronic Banking Card.
- \* Huntington Check Card accepted by VISA merchants.

When you apply for our electronic banking service, we will determine which card(s) we will issue to you in response to your request.

If at any time you request, and we make, an expedited delivery of a Huntington Check Card, we may charge an expedited delivery fee of \$25.

**WHAT TRANSACTIONS A CARD CAN PERFORM**

A Huntington Check Card can perform all of the transactions covered by this agreement. A Huntington Temporary Electronic Banking Card or a Huntington Electronic Banking Card can perform all of the transactions covered by this agreement except Check Card merchant transactions.

**WHAT ACCOUNTS A CARD CAN ACCESS**

Your card account can access your qualifying deposit and other accounts with us. We will tell you which of your accounts

qualify when you open your card account. This will depend on the type of card you have and the types of accounts you have. Any deposit account must be with us and cannot require two or more signatures for withdrawal.

### **CHARGES FOR ELECTRONIC BANKING TRANSACTIONS**

Our charges for electronic banking transactions covered by this agreement are described in this agreement or in our Personal Account Charges Form for the type(s) of deposit account(s) you have. The Personal Account Charges Form is part of this agreement.

### **ATM TRANSACTIONS**

We call the deposit accounts that your card account can access for ATM transactions your "ATM deposit accounts". You may use your card and PIN at an ATM to perform the transactions described below, depending upon the location or type of ATM and which card you use:

- \* Cash withdrawals from your ATM deposit accounts.
- \* Deposits to your ATM deposit accounts. \*
- Transfers between your ATM deposit accounts.
- \* Balance inquiries on your ATM deposit accounts.
- \* Mini-statements on your ATM deposit accounts.
- \* Payments by cash or check on any loan or bill from us, or any bill from any company for which we accept bill payments.

### **PIN-BASED MERCHANT TRANSACTIONS**

We call the accounts that your card account can access for PIN-based merchant transactions your "PIN-based merchant deposit accounts". You may use your card and PIN at a point of sale terminal to perform the transactions described below, depending upon the location or type of point of sale terminal you use:

- \* Purchase of goods or services from the merchant at which the point of sale terminal is located by accessing your PIN-based merchant deposit accounts.
- \* Purchases of postage stamps at a Huntington ATM by accessing your PIN-based merchant deposit accounts. A Huntington ATM is a point of sale terminal when used to purchase postage stamps.

\* Cash withdrawals from your PIN-based merchant deposit accounts in connection with purchases from a merchant at which the point of sale terminal is located.

\* Balance inquiries on your PIN-based merchant deposit accounts.

### **CHECK CARD MERCHANT TRANSACTIONS**

We call the deposit account that your card account can access for Check Card merchant transactions your "Check Card deposit account". This must be a checking account. If your card is a Huntington Check Card, you may use your card at a Visa merchant to perform the transactions described below:

- \* Purchases of goods or services from the merchant by accessing your Check Card deposit account for the money to pay for the purchases.
- \* Cash withdrawals from your Check Card deposit account at financial institutions participating in the Visa system. The financial institution is a Visa merchant for this purpose.

### **DIRECT LINE TRANSACTIONS**

We call the accounts that you can access for Direct Line transactions your "Direct Line accounts". You may use either your card number and PIN or your customer identification number and secret code over a telephone to communicate directly with our computers. We will give you instructions separate from this agreement on how to make Direct Line transactions. Our Direct Line services allow you to perform the transactions described below:

- \* Transfers between your Direct Line deposit accounts.
- \* Transfers from your Direct Line deposit accounts to any Direct Line loan account.
- \* Account information inquiries on your Direct Line accounts.
- \* Transfers from your Huntington credit card account to any other Direct Line deposit account.

### **MAKING DEPOSITS OR PAYING BILLS AT AN ATM**

When you make a deposit or pay any bills at an ATM with cash or checks you must put the cash or checks and your bill or payment coupon in the ATM deposit facility. All deposits and payments are subject to our

verification procedures.

### **LIMITS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSACTIONS**

We have the following limits on the frequency and dollar amount of the electronic banking transactions covered by this agreement:

\* You must have enough available money or credit in your account to complete the transaction.

\* Depending on the location of the ATM or point of sale terminal you use, you can obtain up to a total of \$400 each day per card account (but not more than your available balance) for cash withdrawals at an ATM or cash withdrawals or purchases at a point of sale terminal. Higher withdrawal limits may be available upon request and approval.

\* For security reasons we have established limits on the dollar amount and frequency of Check Card merchant transactions.

For money market accounts and savings accounts, certain types of withdrawals, including transfers and payments, are limited to a total of no more than 6 in any specified period. The specified period for money market accounts is the monthly statement period. The specified period for savings 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. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Point of sale transactions will be counted toward the 3-per-month limit on third-party transfers and payments by check.

### **FOREIGN COUNTRY TRANSACTIONS**

This section applies to Check Card merchant transactions, PIN-based merchant transactions and ATM transactions.

If you use your card or card number for a transaction in a foreign country, the transaction may be in a foreign currency. If the transaction is in a foreign currency, 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 the 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.

We charge a foreign transaction fee equal to 2% of the amount of the transaction as posted to your account for all transactions in a foreign currency.

For purposes of this section, a foreign country is any country other than the United States of America and its territories and possessions, and a foreign currency is any currency other than U.S. Dollars. Also, you may not be able to use your card or card number in certain foreign countries.

### **PERSONAL IDENTIFICATION NUMBER (PIN) AND SECRET CODE**

We will establish a PIN and/or secret code for you so that you can perform the transactions covered by this agreement that require use of your PIN or secret code. You should memorize your PIN and/or secret code. Never let anyone else watch you enter it when you perform a transaction. Do not write it on the card or anywhere else where someone might find it.

### **UNAUTHORIZED USE, LOSS OR THEFT**

You must notify us immediately if you believe your card and/or any access number has been lost or stolen or used without your authority. Quickly telephoning us is the best way to give us notice. Call us toll free at 1-800-480-BANK (2265), or write to The Huntington National Bank, Bank Card Security, 7 Easton Oval (EA5E99) Columbus, Ohio 43219.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS COVERED BY THIS AGREEMENT**

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 covered by this agreement.

You may call our toll-free number, 1-800-480-BANK (2265), or write to The Huntington National Bank, EA4W61 P.O. Box 1558, Columbus, Ohio 43216. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account

number (if any).

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation 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 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, PIN-based merchant transactions, Check Card merchant transactions, 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.

There is also a special timing rule if the error you notify us about concerns the unauthorized use of a Check Card for Check Card merchant transactions. In that case, we will provisionally credit your account for the amount you think is in error within 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 5 business days; or

\* we determine that the circumstances or account history warrant us using the general timing rules described in the preceding paragraphs.

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. If we determine that there was an error, we will correct the error within 1 business day after we determined the error occurred. You may ask for copies of the documents that we used in our investigation.

## **RECEIPTS**

We will give you a receipt, or the option to get a receipt, for certain electronic banking transactions covered by this agreement. These are deposits, withdrawals, transfers, payments or purchases that are performed at an ATM, or point of sale terminal. We may give you a receipt for any other electronic banking transactions covered by this agreement.

## **STATEMENTS**

We will provide monthly statements for the deposit accounts you access to perform transactions under this agreement. However, we may only provide a quarterly statement if there are no deposits, withdrawals, or transfers for the account. If we classify the deposit account as inactive, we will stop sending statements. 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.

## **BUSINESS DAY**

Our business days are Monday through Friday. Holidays are not included.

## **YOUR LIABILITY**

Anyone to whom you have given your card and/or access number can perform the electronic banking transactions covered by this agreement, 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 someone your card and/or access number and want to terminate that person's authority, you must notify us that transactions covered by that person are no longer authorized. To notify us, call us toll free at 1-800-480-BANK (2265), or write to

The Huntington National Bank, EA4W61, P.O. Box 1558, Columbus, Ohio 43216.

Tell us AT ONCE if you believe your card or any access number has been lost or stolen or used without your authority. See the "Unauthorized Use, Loss or Theft" section above for how to contact us. Telephoning is the best way of keeping your possible losses down. You could lose all the money in any account(s) that can be accessed with your card or access number, 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).

If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or access number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or access number, 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.

Also, if your statement shows 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 sent 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.

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

However, there is a special liability rule for Check Card merchant transactions. If someone uses your card and/or access number without your authority for a Check Card merchant transaction, you will have no liability for that transaction unless we determine that you were grossly negligent or fraudulent in the handling of your account, in which case the rules described above for other transactions will apply.

#### **OUR LIABILITY**

If we do not complete certain transactions covered by this agreement on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. These transactions are deposits, withdrawals, transfers, payments, or purchases.

However, there are some exceptions. We will NOT be liable, for instance:

- \* If through 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.
- \* If you do not enclose enough funds for any deposit or payment.
- \* If the transaction would go over the credit limit of any overdraft line or credit card account you may have with us.
- \* If the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and you knew about this when you started the transaction.
- \* If a merchant or other third party refused to honor your card.
- \* If the money in the account you are accessing is subject to legal process or other claim restricting the transaction.
- \* If you have not properly followed our instructions or if you provide us with wrong or inaccurate information.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions we have taken.

#### **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, 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 "Customer Information Privacy Notice" for more information about how we use customer information and your choices.

## **CHANGING THE TERMS OF THIS AGREEMENT**

We have the right to make changes to this agreement at any time. This includes changes to the fees and charges applicable to the transactions and services covered by this agreement. 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.

## **NOTICES**

Except as otherwise provided in this agreement, all notices from us will be effective when we mail or deliver them to the last address that we have for you in our records or when we make such notices available to you through any electronic means. Notice to one joint account owner or cardholder will be effective for all of you.

## **TERMINATING THIS AGREEMENT**


We can terminate some or all of the services we provide under this agreement at any time. If we do so, you are required to return any card when we ask you to. In addition, you must return to us any card linked to any account that is terminated. In addition, your Huntington Temporary Electronic Banking Card will automatically terminate 21 days after the date we issue it.

You can terminate this agreement at any time by notifying us in writing and no longer using any of the services covered by this agreement.

## **LAW THAT APPLIES**

This agreement is subject to federal and Ohio law. 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.



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