

**Electronic Transfer
Agreement and Disclosure
Statement**

**ELECTRONIC TRANSFER
AGREEMENT AND DISCLOSURE
STATEMENT**

This agreement states additional terms and conditions that apply to any qualifying deposit account(s), as determined by us, that you have with us ("Account" or "Accounts"):

1. If you authorize someone else, to transfer money electronically to or from any of your Accounts; or
2. If you authorize us to transfer money electronically to any of your Accounts from someone else, or from any of your Accounts to someone else.

We call these transactions electronic transfers. Electronic transfers of money to your Account are called electronic deposits. Electronic transfers of money from your Account are called electronic payments.

This agreement does not apply to any electronic transfers made or arranged with us by means of any telephone transfer, Internet or computer banking, bill payment or any other plan or service of ours for which we provide a separate agreement and disclosure statement.

"You" and "your" mean the Account owners. "We" "us", and "our" mean the bank where your Account is held. "New Account" means an Account that has been open at least 30 days after the first deposit, unless all owners of the Account already have certain other account relationships with us as defined by federal regulations.

TRANSFERS WE WILL HONOR

We will honor electronic transfers to or from your Account which are properly presented through the Automated Clearing House system or other system that we use, or if they are properly presented by someone else with whom we have an agreement. We must receive enough money to cover any electronic deposit from the sender. You must have enough available money or credit in your Account to cover any electronic payment.

Otherwise, we do not impose any limitations on the dollar amount of electronic transfers, nor do we impose any limitations

on the frequency of such transfers in connection with checking accounts. However, you are limited to a total of no more than 6 withdrawals, including transfers and payments, in any monthly statement period from a money market deposit account or in any calendar month from a savings account, by means of preauthorized or automatic transfers and payments or by telephone agreement, order or instruction and a total of only 3 of these may be made by check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal with respect to any Account.

CHARGES

There are no charges for electronic transfers covered by this agreement unless we provide you with a separate schedule of charges.

RECEIPTS

If you authorize an electronic transfer to be made through an electronic terminal at a merchant or other point of sale, the merchant or seller may provide you with a receipt, or the option to get a receipt.

STATEMENTS

For any Account to or from which a electronic transfer can be made, we will provide a statement for each month in which such a transfer has been made. In any case, a statement will be provided at least quarterly for Accounts not classified by us as inactive. 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 DAYS

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

**VERIFYING CERTAIN ELECTRONIC
DEPOSITS**

If you have arranged to have preauthorized recurring electronic deposits made to any of your Accounts at least once every 60 days from the same person or company, you may call toll free 1-800-480-BANK (2265) to find out whether or not the deposit has been made. We will ask for reasonable identification.

NOTICE OF VARYING AMOUNTS

If you have arranged for preauthorized recurring electronic payments that may vary in amount to be made from any of your Accounts, the person or company you are going to pay will tell you, at least 10 days before each payment is scheduled to be made, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set

STOPPING CERTAIN ELECTRONIC PAYMENTS

If you have arranged to make preauthorized recurring electronic payments from any of your Accounts, you can stop any of these payments. Call toll free **1-800-480-BANK (2265)**, or write to The Huntington National Bank, 7 Easton Oval (EA2W40) Columbus, Ohio 43219, 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 and get it to us within 14 days after you call. We will charge you our regular stop-payment fee for each stop-payment order you give.

If you order us to stop any of these payments 3 business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

A stop payment request will only stop a particular payment from being made. You must tell us if you want all scheduled future payments to be cancelled. You should also contact the person or company with whom you arranged for the preauthorized recurring electronic payment service.

YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS

Tell us at once if you believe that an unauthorized electronic payment has been made from any of your Accounts, or if any secret code or other access device (if any) for use in making electronic payments has been lost, stolen, or otherwise improperly disclosed. Telephoning is the best way of keeping your possible losses down, You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss, theft or other improper

disclosure of your secret code or other access device, you can lose no more than \$50.00 if someone used your secret code or other access device without your permission. If you don't tell us within 2 business days, and we can prove we could have stopped someone from using your secret code or other access device without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows electronic payments that you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise provided 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 may extend the time period.

AUTHORITY GIVEN TO OTHERS

Anyone to whom you have given a secret code or other access device for use in making electronic payments for your Accounts can make electronic payments, even if that person or company exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person or company you authorize exceeds your authority. If you have given or authorized us to give another person or company a secret code or other access device for your Accounts and you want to terminate that other person's or company's authority, you must notify us that transactions by that person or company are no longer authorized. We must have a reasonable time to act on your notice after we receive it.

HOW TO CONTACT US ABOUT UNAUTHORIZED ELECTRONIC PAYMENTS

If you believe that an unauthorized electronic payment has been made from any of your Accounts, call toll free **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 YOUR PREAUTHORIZED ELECTRONIC TRANSFERS

Call **1-800-480-BANK(2265)** or write to The Huntington National Bank, EA4W61 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 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.

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 may 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.

If notice of an error involves a transaction with a New Account, the above time periods will be 20 business days instead of 10 business days and 90 days instead of 45 days. If the transaction was not initiated in any state, territory or possession of the United States of America, the above 45-day time period will be 90 days.

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.

OUR LIABILITY

If we do not complete an electronic transfer to or from any of your Accounts 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 some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough available money in your Account to make any electronic payment, or if your Account has been closed or is not in good standing.
2. If any electronic payment would go over the credit limit of any overdraft line you may have with us.
3. If we do not receive enough money to cover any electronic deposit.
4. If any necessary authorizations for completing transfers have been revoked.
5. If incomplete or inaccurate information necessary to complete or describe the transfer is forwarded to us by the person or company with whom you arranged for the electronic transfer service.
6. If the money in your Account is subject to legal process or other claim restricting the transaction.
7. If circumstances beyond our control (such as fire or flood) prevent any electronic transfer, despite reasonable precautions that 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 TERMS AND TERMINATING THIS AGREEMENT

We reserve the right to terminate this agreement and to make changes in it at any time. We will comply with any notice requirements under applicable law for termination or changes. If applicable law does not require a notice, we will decide what kind of notice (if any) we will give you and the method of providing 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. If your Account is joint, notice to any one of you will be effective for all of you

RECORDING


You agree that we may tape record any telephone conversations you have with us

regarding the Account. However, we are not obligated to do so and may choose not to in our sole discretion.

LAW THAT APPLIES

This agreement is subject to federal and Ohio law. If any of these terms cannot be legally enforced, they will be considered changed to the extent necessary to comply with the law.



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