

**Huntington Anywhere Savings Account  
Agreement and Disclosure  
of Account Terms and  
Rules and Regulations**

Date: \_\_\_\_\_

Account No. \_\_\_\_\_

Opening Deposit Amount \$ \_\_\_\_\_

\_\_\_\_\_ Information only (if checked)

<b>Current Rates</b>	<b>Interest Rate</b>	<b>Annual Percentage Yield</b>
<b><u>Balance</u></b>		
\$0.01 – 2,499.99:	_____ %	_____ %
\$2,500 – 9,999.99:	_____ %	_____ %
\$10,000 – 19,999.99:	_____ %	_____ %
\$20,000 – 49,999.99:	_____ %	_____ %
\$50,000 – 99,999.99:	_____ %	_____ %
\$100,000 or more:	_____ %	_____ %
___ see attached rate disclosure if this box is checked		

"You" and "your" mean the individual(s), proprietorship, partnership, limited liability company, corporation, association or other person or business entity which opens and owns this account. "We", "us", and "our" mean The Huntington National Bank.

This Huntington Anywhere Savings Account Agreement and Disclosure of Account Terms and Rules and Regulations (the "Rules and Regulations") contains information about the savings account we are opening for you or for which you have requested information. These Rules and Regulations, the Personal Account Charges Form, the Business Banking Account charges or Schedule of Business and Commercial Account Charges, any signature card (as applicable) and any other documents for this account are collectively referred to as the "Account Documents". The Huntington Anywhere Savings Account is a type of savings account.

**ACCOUNT RELATIONSHIP**

If we are opening a new Huntington Anywhere Savings Account for you, you agree to all of the provisions contained in the Account Documents and all of our procedures which govern this type of account.

If we are responding to your request for information about your existing Huntington Anywhere Savings Account, then the Account Documents set forth the provisions which govern your account.

If we are responding to your request for information about a Huntington Anywhere Savings Account, then we are not opening any account for you, and the Account Documents have no legal effect other than to provide information to you. All of the information we provide to you is subject to change.

**MINIMUM BALANCE TO OPEN THIS ACCOUNT**

The minimum balance to open this account is \$1,000.

**RATE INFORMATION**

The interest rate(s) and corresponding annual percentage yield(s) that are applicable at the time you open this account, and minimum balances to earn each rate, are shown on the current rate sheet which we are providing to you at the same time as these Rules and Regulations. These rates may change without notice to you as described under "RATE CHANGES". We compute interest for each day using the current interest rate or rates for which your principal balance at the end of the day qualifies you.

We compute interest at a daily periodic rate of 1/365th (1/366th in a leap year) of the applicable annual rate for each day. Interest will be compounded and paid on a quarterly basis. Interest will be paid by adding it to your account (less any amount required to be withheld.)

If you close your account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your account.

We may stop paying any interest on the account if you violate the transaction limits applicable to this account. See "TRANSACTION LIMITS". We will not pay interest on any amount we withdraw from your account and hold elsewhere in response to garnishments, attachments,

levies, support orders, court orders, or other process involving your account.

#### **RATE CHANGES**

The interest rate or rates and annual percentage yield may change at any time at our discretion without notice to you. We may determine rates for different balance tiers.

#### **BALANCE COMPUTATION METHOD**

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

#### **WHEN INTEREST BEGINS TO ACCRUE ON NON-CASH DEPOSITS**

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

#### **MINIMUM BALANCE TO EARN INTEREST**

There is no minimum balance requirement to earn interest.

#### **TRANSACTION LIMITS**

Although you may normally make withdrawals from your account at any time, under federal regulations we can require you to give us 7 days prior notice of any withdrawal. Under federal regulations you are limited to a total of no more than 6 withdrawals, including transfers and payments, in any monthly statement period by certain methods. However, if you receive quarterly statements, this period will be each calendar month ending on the last business day of the month. These methods are by preauthorized or automatic transfers and payments or by telephone agreement, order or instruction. 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 from your account. If you exceed these limits, we can refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, convert your account to a transaction account, stop paying interest on your account, and/or close your account.

Any limitations on electronic fund transfers available for this account are set forth in the agreement and disclosure for that electronic fund transfer service.

#### **CHARGES**

You agree to pay the applicable charges set forth from time to time in the Personal Account Charges Form the Business Banking Account charges or Schedule of Business and Commercial Account Charges (as applicable). You also agree to pay any charges we assess in connection with garnishments, attachments, levies, support orders, court orders, or other process involving your account. You also agree to pay our charges for additional services in connection with your account. You authorize us to debit all charges from your account.

#### **WHEN FEES ARE INCURRED AND DEBITED**

Monthly fees are incurred at the beginning of the monthly statement period and debited at the end of the statement period. For new accounts, monthly fees are incurred when the account is opened. When an account is closed, monthly fees are debited when the account is closed rather than waiting until the end of the statement period. Monthly fees incurred for the monthly statement period in which an account is opened or closed apply for the entire statement period even though the account may be opened for less than a full month during that statement period. However, any monthly fee incurred will be waived if a waiver condition applies. During the monthly statement period in which an account is opened or closed, minimum or average daily balance requirements are computed for the days the account was opened during that statement period.

Activity or transactional fees are incurred when the activity or transaction occurs, and

may be debited when the activity or transaction occurs or at the end of the monthly statement period. When an account is closed, activity or transactional fees may be debited when the account is closed if not previously debited during that statement period.

### **BONUSES**

If we offer any bonus in connection with opening this account, we will provide information about the bonus on a separate document given to you along with these Rules and Regulations.

### **MAKING DEPOSITS**

You may make deposits in any manner we permit at any time our banking offices or other deposit-taking facilities are available. All deposits are made subject to our verification procedures and the terms and conditions on our depository envelope (if any). We may refuse, limit or return deposits for any reason and at any time, including but not limited to, deposits made at our banking offices, or when we or others process the deposit for collection. Any of you may make deposits or, when permitted by law or by the terms of the item, endorse the other's checks or other items for deposit to your account.

We will act as your agent in collecting the money for checks, other items and entries deposited to your account ("deposited items"). We will be careful in making collections, but we will not be responsible for losses caused by you or others in the collection process. We may credit your account for the amount of deposited items, subject to actually collecting the money for them. However, subject to federal regulations and our Funds Availability Policy, we reserve the right to wait until we have actually received the money for them before we credit your account, and to receive deposits subject to special conditions. If we credit your account for the amount of any deposited item and it is returned for any reason, we may debit that amount from your account. We may do this even before a deposited item is returned to us if we have good reason to believe it cannot be collected or is being returned. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including

reasonable attorneys' fees) arising from a deposited item that is returned to us, even after it is initially paid, for an alleged breach of warranty under applicable law or other reason not caused by us, including but not limited to, a claim of forged or unauthorized indorsement, a claim of alteration, or a claim that a remotely created check (a check that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn) is not authorized.

If you make a deposit in foreign currency, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day we processed the transaction. There may be special currency exchange charges. This may result in your account being posted for a greater or lesser amount than the original amount of the transaction.

All deposited items must be completed in dark blue or black ink. You may not deposit a substitute check with us unless 1) we otherwise agree in a separate writing with you or 2) a check that you deposit is returned to you as a substitute check for the first time. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited check that is not completed in dark blue or black ink, or a deposited substitute check that violates this paragraph. In addition, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a delay in return caused by any condition of a deposited check arising after it is issued and before we accept it for deposit (including, but not limited to, markings that obscure a properly placed bank indorsement).

### **WITHDRAWALS**

Except as otherwise limited by these Rules and Regulations, withdrawals may be made in person or in any other manner we permit. We may pay items in any order that we determine.

We reserve the right to refuse the withdrawal of any amount that has not yet been collected or if we have not learned that collection is final. If you deposit cash, we do

not have to let you withdraw it until our next business day because we need time to post the deposit on our records.

### **TIMING OF TRANSACTIONS**

We will treat each deposit and withdrawal as having been made on the day we post it to your account. We may treat any deposit or withdrawal made on a day that is not a business day (such as Saturdays, Sundays, and holidays) or after our cut-off time on any business day as if made on our next business day. For transactions made after our cut-off time on any business day, however, we may treat the transaction as made on that day for the purpose of determining the amount of funds in your account to be used to pay other items presented against your account.

Similarly, when you use a debit card, automated teller machine (ATM) card or other electronic means to make deposits or withdrawals, we may receive notice of the transaction before it is actually presented to us for payment, collection, or deposit. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we may treat the transaction as if it were then posted to your account for the purpose of determining the amount of funds in your account to be used to pay other items or transactions presented against your account. We may conclusively rely on that notice even if the notice incorrectly describes the transaction or the amount in the notice differs from the amount actually posted to your account when the transaction settles. If the transaction is not settled within our established time period after receiving the notice as pending on the day we receive notice (usually a few days), we will no longer treat the transaction as if it were posted.

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

### **OVERDRAFTS**

We may pay a check, draft, or other item, or allow an in-person withdrawal, ATM

withdrawal, or withdrawal or transfer by other electronic means, or debit fees posted to your account even if this creates an overdraft. However, we have no obligation to allow an overdraft on your account, you have no right to overdraw your account, and no course of dealing, usage of trade, or bank policy or procedure establishes a right for you to overdraw your account.

If we allow an overdraft on your account, you must pay us immediately for the amount of the overdraft and any fees we charge in connection with the overdraft. By making or allowing deposits to your account, you agree that we may use such deposits to reduce or eliminate any overdraft balance in your account.

### **PROCESSING ORDER OF ITEMS TO BE PAID OR DEBITED**

The law allows us to establish the processing order for all items presented for payment from your account and all other debits posted to your account. We establish the processing order in our sole discretion. We may change that order from time to time, or we may vary the order on a case-by-case basis, without notice to you. If there are insufficient available funds in your account to cover all items to be paid or debited from your account on a given day, the processing order we establish will determine which items we are able to pay or debit from available funds.

You will be responsible for the payment of any insufficient funds fees, overdraft fees, or other fees which are imposed for items we pay or debit which overdraw your account or for items we return unpaid. See the Personal Account Charges Form the Business Banking Account charges or Schedule of Business and Commercial Account Charges (as applicable), for applicable fees. The processing order we use may result in higher or lower total fees than other methods which we might have used, depending on the size, number and type of items and other factors. You can avoid such fees if you practice good account management and maintain sufficient available funds in your account to cover all items to be paid or debited from your account.

## **STATEMENTS**

We will keep records of your account and send you periodic statements showing the activity on your account. We may suspend sending statements depending on the balance and activity in your account. You agree to review your statements and to notify us promptly of any suspected errors or change of address. If our records show that an error has been made on your statement, we will correct it.

## **LOCATION OF ACCOUNT**

Although you may transact business on your account at any of our banking offices in any state, you agree that this account is located at the banking office where the account is opened. If you do not open your account through one of our banking offices, but do so remotely through the Internet, our telephone banking facility or some other means, the account will be located in Columbus, Ohio, unless we assign the account to a banking office in your state. We may change the location of an account if we determine that it is appropriate to do so.

## **ACCOUNT OWNERSHIP**

The ownership of this account and the manner in which this account is held are established by the signature card or other account opening or master document that we use to identify ownership. If the signature card or other account opening or master document is lost or unavailable, we will use the best evidence available in our records to determine ownership and the manner in which this account is held.

## **JOINT ACCOUNTS**

Two or more individuals may open a joint account. Unless we require more than one of you to act, we may allow any of you to:

- (i) deposit to the account;
- (ii) pledge the entire account or any portion of it to secure any of the obligations of any of you;
- (iii) withdraw from or conduct business on your account for all or any part of the balance;
- (iv) transfer ownership of your account;

- (v) authorize someone else to conduct business on your account; or

- (vi) close your account.

We do not have to consider the source of funds in the account when we allow you to do any of these things. You agree that any withdrawal by any of you is presumed to be for the benefit of each of you. You also agree that, when permitted by law or by the terms of the item, each of you may endorse the other's checks or other items for deposit.

## **JOINT ACCOUNT SURVIVORSHIP RIGHTS**

Unless our account ownership records for your account specifically show otherwise, any joint account is opened as joint with right of survivorship. If one of you dies, the balance in your account may be paid to the survivor. If there is more than one survivor, the balance in your account may be paid to any of them. The survivors will still have rights of survivorship. If however, our account ownership records for your account specifically show that the account is joint without right of survivorship and one of you dies, we may pay the balance in your account to any survivor or the personal representative of the deceased owner. We may make any payment referred to in this paragraph regardless of the source of the funds in the account.

## **JOINT ACCOUNT - NO TENANCY BY THE ENTIRETIES**

You agree that any account opened by two or more individuals is NOT owned as tenancy by the entireties, regardless of the source or classification of the funds prior to being deposited into the account.

## **JOINT ACCOUNTS REQUIRING MORE THAN ONE SIGNATURE**

If your account requires more than one of you to make withdrawals, the same requirement will apply to:

- (i) transferring ownership of your account;
- (ii) authorizing someone else to conduct business for your account; and
- (iii) closing your account.

### **LIABILITY OF JOINT ACCOUNT OWNERS**

Unless our account ownership records specifically show that your account is held as a tenancy by the entireties, any money deposited in a joint account by any of you is subject to being garnished or levied upon by the creditors of any of you, and is subject to our right of set-off. This is true even if the one of you owing us or the other creditor money is different than the one of you who deposited the money. This is also true even if the one of you owing us or the other creditor money was made a joint owner only for signing, convenience, or other purpose. We may use the money in the account to satisfy any garnishment, attachment, levy or similar process against any one or more of you, regardless of the source of the funds in the account.

If your account is held as a tenancy by the entireties, you agree that the funds held in your account may be subject to our right of set-off for debts to us on which any one of you is liable, whether jointly with another or individually. We are authorized at any time to charge any such debt against your account without regard to the source of the funds in the account.

### **ACCOUNTS PAYABLE ON DEATH (For Accounts Opened in States Other Than Michigan)**

This account may be made payable on death ("P.O.D."), if all of the account owners are natural persons and all of you sign the P.O.D. agreement on the signature card for this account. Any change of designated payees must be signed by all of you and delivered to us on a special form we will give you. While any of you are living, no designated payee has any rights with respect to the account. If any of you pledge the account to secure any obligations, that pledge shall take precedence over the interest of any designated payee.

### **DEPOSITS IN TRUST**

The account may be opened "in trust for" another person by indicating that the account is a trust deposit on the signature card for the account. If no other or further notice of the existence and terms of a legal and valid trust are provided to us, then upon the death of the owner or all other owners if there are more than one, we may pay the

funds to the person named as beneficiary on the signature card.

### **POWER OF ATTORNEY**

If you sign a power of attorney appointing an attorney or agent to conduct business for your account, we do not have to honor it unless we approve it. The person you appoint will be subject to all of the provisions of the Account Documents. If you have a joint account, we may require each of you to consent to the appointment.

### **UNCLAIMED FUNDS AND DORMANT ACCOUNTS**

Under applicable state law, the money in your account will be considered abandoned and payable to the state of the last address we have for you in our records if a specified period of time has passed and you do not:

- (i) Make a deposit or withdrawal, or
- (ii) Inquire about or take any other action in connection with your account.

In addition, if you do not initiate activity in the account for a substantial period of time, we will treat the account as being dormant. In that event, you agree that, unless prohibited by law, we may charge dormant account fees on the account in addition to other charges. In addition, we may stop sending you periodic statements

### **NONPERSONAL ACCOUNTS**

If the account owner is not a natural person, the persons identified on our resolution form for the appropriate business entity are the persons entitled to transact business on your behalf for this account. You agree that we may conclusively rely on the current resolution form in our records.

### **TRANSFERRING OWNERSHIP**

Your account is transferable only with our consent. We will consent if you provide us with all information we request and if you sign a form we will give you or that we approve. If there are two or more of you, we may require all of you to sign.

### **IF YOU OWE US MONEY**

If any of you owe us money which is due, whether jointly with another or individually, you agree that, unless prohibited by law, we may use the money in this account to pay

the debt, regardless of the source of the funds in the account. This is our right of set off. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set off. If you have a joint account, each of you also agrees that you are responsible to pay any overdraft created on the account by any of you.

### **NIGHT DEPOSITORY**

If you make use of our night depository facilities where currency, commercial paper, checks or other negotiable items for deposit or payment by you ("Property") may be placed, you agree:

1) To place only Property and instructions for handling the Property in the night depository facilities. The Property and instructions must be in a secure device such as a sealed envelope, tamper resistant pouch or locked bag.

2) To follow any instructions we provide to you, to take all precautions as may be necessary to insure Property leaves the receptacle and drops down the chute, and to prevent unauthorized persons from tampering with the night depository facilities, for example, by locking the receptacle and removing the key. If Property is not found in the night depository facilities by us, it shall be conclusively presumed that Property was not placed therein.

3) To notify us if any equipment we have given you to use in connection with the night depository facilities is lost or stolen. If applicable, you or your authorized representative(s) that you designate shall appear at the Huntington National Bank ("Bank") and identify and claim any Property on the next banking day following each use of the night depository facilities. If you do not identify and claim the Property or equipment used in connection with the night depository facilities in a reasonable amount of time, we may take any steps that we deem necessary, including but not limited to placing a lien on such Property for safekeeping or depositing such Property into any account you have with us. The Bank is authorized to deliver Property or equipment used in connection with the night depository facilities to you or any authorized representative you designate.

4) We shall not be responsible or liable at any time for the operation, safety, or condition of the night depository facilities or

any equipment we have given to you to use in connection with the night depository facilities. In using the night depository facilities, you assume all risks. The Bank will begin to process the Property once the Property has been delivered to our teller during Banking Hours, as posted in the Banking Office where you used the night depository facilities. In the event you do not include proper instructions for handling by us of any Property placed in the night depository facilities, we shall have a lien upon such Property for safekeeping and at our option, we may deposit such Property to any account you have with us. The Bank shall not have any obligation to ascertain whether any Property has been deposited with your account at the Bank, and the Bank does not have to ascertain what Property has been received by us. You agree to keep a list of Property you provide to us. You shall rely upon our count and credit of the Property, and you shall accept our count of the Property as final.

5) We may withdraw the night depository facilities from use at any time without notice to you. You agree to return to us any equipment we have furnished to you in connection with the night depository facilities upon our request or termination of your account or use of the night depository facilities.

### **NOTICES**

Except as otherwise required by law or provided in these Rules and Regulations, all notices required to be sent to you 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 our Internet banking services or at the last known email address that we have for you in our records. If your account is joint, notice to any of you is effective for all of you. You agree that we may send or provide by electronic communication any notice, communication, or disclosure required to be provided orally or in writing to you.

### **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.

#### **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.

#### **OUR OTHER RIGHTS**

No course of dealing and no delay or omission on our part in exercising any of our rights are a waiver by us of such rights or any other right. All of our rights under the Account Documents are cumulative and not exclusive and may be exercised concurrently or successively.

#### **CLOSING YOUR ACCOUNT**

Subject to these Rules and Regulations, your account may be closed at any time by you or by us.

#### **CHANGE IN TERMS**

From time to time we may change the provisions of the Account Documents. We will comply with any notice requirements under applicable law. 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. We are not required to notify you of any changes in the applicable interest rate or annual percentage yield.

#### **GOVERNING LAW**

These Rules and Regulations are governed by the law of the state where your account is located as determined above under "LOCATION OF ACCOUNT". Your account and the Account Documents are also subject to federal law. If any of the provisions of the Account Documents cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

#### **ACCEPTANCE**

You agree to all the provisions of this agreement (to the extent applicable as provided in this agreement) by using your Huntington Anywhere Savings Account. When you use your Huntington Anywhere Savings Account, it has the same effect as if you had signed the Account Documents with your physical signature.

  
 and Huntington are registered service marks of  
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ANYWHERE SAVINGS (Eff 12/06)