

FIFTH THIRD BANK CARD AGREEMENT

F03-W294-8 -1024

This Fifth Third Bank Credit Card Agreement (“Agreement”), which includes your Rate and Fee Summary, is your contract with us. Please read it carefully and retain it for your records.

Acceptance of Agreement. You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card or if you use, or authorize another to use, the Account.

Changes to the Agreement. The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement. We will give you advance written notice of these changes and a right to reject the change, if required by law.

DEFINITIONS

Account: the credit card account with us established by this Agreement.

APR: annual percentage rate.

Authorized User: any person you allow to use your Account.

Business Day: Monday through Friday, excluding Federal Reserve Bank holidays.

Card: one or more cards or other access devices, including your account number or virtual card, that we issue to you, or someone you authorize, to receive credit under this Agreement.

Covered Borrower: A consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents under 32 C.F.R. § 232 (the Military Lending Act Regulations).

Prime Rate: the United States Prime Rate published in the “Money Rates” table of *The Wall Street Journal (WSJ)* two business days prior to the end of your billing cycle.

we, us or our: Fifth Third Bank, National Association the issuer of your Card.

you, your or yours: the person who applied for the account and any other person who is responsible for complying with this Agreement.

USING YOUR ACCOUNT

You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account. This includes charges made by Authorized Users. You agree to not use your Account for illegal transactions.

Authorized Users. You may request Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.

Joint Accounts. If this is a joint Account, each of you agrees to be individually and jointly liable for the entire amount owed on the Account, even if only one of you uses the Account. Each of you also agrees that any notice we send to either of you will serve as notice to both of you.

Credit Limit. We will inform you of your credit limit from time to time. You must keep your Account balance at or below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a cash advance limit. We may increase or decrease your credit limit or your cash advance limit at any time, without notice. Your available credit may not be restored for up to 7 days after we receive your payment.

Balance Transfers. You may use your Card to transfer balances from other creditors or to make other transactions by means of balance transfer coupons or checks.

Cash Advances. You have obtained a cash advance if you use your Account to:

- obtain cash from an ATM, financial institution, or other location;
- use a convenience check;
- access Ready Reserve Overdraft Protection;
- purchase items that are convertible to cash, such as lottery tickets, money orders, casino chips, foreign currency, or similar items; or
- make a person-to-person transfer conducted through the Internet or otherwise.

Convenience Checks. We may send you convenience checks to access your Account. These checks are treated as cash advances, unless we tell you otherwise. All convenience checks must be written in U.S. dollars. You may not use a convenience check to pay any amount you owe us or our affiliate.

Ready Reserve Overdraft Protection. You may set up this Account with Ready Reserve Overdraft Protection to cover overdrafts on your checking account. Ready Reserve Overdraft Protection transactions are cash advances, subject to the cash advance APR, but not the cash advance fee. Ready Reserve Overdraft Protection transactions do not receive a Grace Period before interest charges begin. If you enroll in Ready Reserve Overdraft Protection, you may also use your Card to withdraw available funds from your checking account at an ATM by entering your Personal Identification Number (PIN) and selecting withdraw from checking when prompted. The terms of this Agreement and the Deposit Account Rules & Regulations apply to any Ready Reserve Overdraft Protection transaction as well as any withdrawal from your checking account using your Card at an ATM. Standard ATM fees apply.

Use of Card for Electronic Fund Transfer (EFT) and Electronic Banking Services. If you use your Card as an ATM card, the terms of this Agreement and the Rules and Regulations Applicable to All Fifth Third Bank Consumer and Business Banking Accounts and Cards will apply.

Electronic Access. Smart phones, tablets, and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to get credit under this Agreement. Any such transaction is covered by this Agreement. Secure your mobile device against unauthorized access. Anyone who can access your Card using your device can make charges to your Account. Apps that use your Card to get credit may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Credit Authorizations. We do not guarantee your Card will be accepted by any merchant. We can reject or refuse to approve any transactions, including any convenience check or Ready Reserve Overdraft Protection transaction. If your Card is refused by a merchant or a transaction is denied by us, we are not liable to you.

FEES

Annual Fee. If an annual fee applies, the Rate and Fee Summary shows it. The fee is charged the day we open your Account, and each year thereafter on the anniversary date. We will refund this fee if you tell us to close your Account within 30 days after we issue the Card and you have not used or authorized use of the Card. We will refund this fee upon renewal if you tell us to close your Account within 30 days after we mail or deliver the statement showing the fee. The fee is otherwise non-refundable.

Balance Transfer Fee. We charge a fee for each balance transfer. The fee is 4% of the amount of each transfer, but not less than \$5.

Cash Advance Fee. We charge a fee for each cash advance. The fee is 5% of the amount of each advance, but not less than \$10. This fee is in addition to any other transaction fee you may be charged. We do not impose a cash advance fee on a Ready Reserve Overdraft Protection transaction.

Convenience Check Fee. We charge a fee for each convenience check. The fee is 4% of the amount of each check, but not less than \$5. We do not also impose a cash advance fee on a convenience check.

Expedited Card Delivery Fee. We charge a fee of \$30 for expedited delivery of your Card. If your Card is a Fifth Third Preferred Cash/Back Card, then we will waive this fee.

International Transaction Fee. Unless the Rate and Fee Summary accompanying your Card indicates otherwise, for any transaction outside the United States, processed outside the United States, or in a foreign currency, we charge a fee equal to 3% of the U.S. dollar amount of each transaction. This fee is in addition to any other transaction fee you may be charged.

Late Fee. If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a late fee. The fee is \$29, unless you incurred a late fee during any of the prior six billing cycles. If you did, the fee is \$40. This fee will not exceed the amount permitted by law.

APRs AND INTEREST CHARGES BASED ON APRs

Account APRs. For the APRs on your account, see the Rate and Fee Summary.

Variable APRs. If an APR is variable, it is determined by adding a number of percentage points to the Prime Rate. The Additional Rate Information table in the Rate and Fee Summary specifies the number of percentage points we add. Variable APRs increase or decrease when the Prime Rate changes but will not exceed 29.99% (corresponding Daily Periodic Rate of 0.08216%). An APR change will take effect on the first day of the billing cycle in which we determine the interest rate based on the changed Prime Rate. An increase in an APR will increase your interest charges and may increase your Minimum Payment Due. If *The Wall Street Journal (WSJ)* does not publish the Prime Rate, we will use a similar published rate.

Interest Charge Calculation. We impose interest on your Account using the average daily balance method (including new transactions). To calculate interest we first calculate a separate daily balance for each balance on your Account. (For example current purchases, balance transfers, cash advances, and different promotional balances. Your balances are shown on your statement.) To calculate the daily balance, we start with the balance at the end of the previous day, which includes any unpaid interest charges on that balance. (This results in compounding of interest.) We add any new transactions, interest, or fees and subtract any new credits or payments allocated to that balance, and make other adjustments.

We treat a daily balance less than zero as a balance of zero. We add a transaction to the daily balance as of the transaction date. We add a transaction fee to the same balance as the transaction. We generally add other fees to the current purchase balance.

For each balance, we add up all the daily balances and divide by the number of days in the billing cycle. This gives us the Average Daily Balance for that balance. To calculate the total interest for each balance, we then multiply the average daily balance by its daily periodic rate and the number of days in the billing cycle. The daily periodic rate equals the APR divided by 365 (366 if a leap year). You authorize us to round interest charges to the nearest cent.

We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, interest charges and related amounts.

AVOIDING INTEREST

When Interest Charges Begin. Interest charges begin on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid interest on purchases (i.e. a "Grace Period"), but not on balance transfers or cash advances.

Grace Period. If you did not have a Previous Balance, or if you paid the Previous Balance by the Payment Due Date, we will not impose interest charges on purchases on your current statement. Current purchases are purchases that first appear within the New Balance on your most current billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full by your Payment Due Date each month. Interest accrued on any portion of the New Balance not paid in full by your current Payment Due Date will be billed in your next billing cycle.

How We Apply Payments May Impact Your Grace Period. If you do not pay your New Balance in full each month by your payment due date, depending on the balance to which we apply your payment, you may not receive a Grace Period on new purchases.

Minimum Interest Charge. If we charge interest, the minimum interest charge will be \$1.50.

PAYMENTS

Payment Instructions. We credit your payments in accordance with the terms on your statement. If you mail your payment to an address other than the payment address shown on your statement, there may be a delay in crediting the payment to your Account. We can accept late payments, partial payments or payments marked "payment in full," or with any other restrictive endorsement, without losing any of our rights under this Agreement. You must pay us in U.S. dollars in funds on deposit in the U.S. If you do not, we may refuse to accept your payment. We may also charge you the costs we incurred to collect the funds and we may select the currency conversion rate.

Minimum Payment Due. You may pay all or any part of your balance at any time. You must pay at least the Minimum Payment Due by the Payment Due Date on your statement each month. Your Minimum Payment Due includes any amount past due, any amount by which your Account exceeds its credit limit, and the greater of:

- \$35.00; or
- 1.0% of the New Balance plus fees (excluding Balance Transfer, Convenience Check and Cash Advance fees) plus interest charges.

How We Apply Payments. We apply payments up to the Minimum Payment Due at our discretion. This may result in balances at lower APRs being paid before other balances. This may also result in higher interest charges. Payments in excess of the Minimum Payment Due will be applied consistent with law.

Automatic Billing. You may set up automatic billing with a merchant. If your Account Number or expiration date changes, you authorize us to provide the merchant with this information at our discretion. To stop automatic billing, you must contact the merchant directly.

OTHER INFORMATION

Default. You are in default if:

- You do not comply with the terms of this Agreement or any agreement with us or an affiliate, including failing to make a required payment when due, exceeding your credit limit, or using your Card or Account for an illegal transaction;
- A bankruptcy or other insolvency proceeding is filed by or against you;
- We have a reasonable belief that you are unable or unwilling to repay your obligations to us; or
- You die or are legally declared incompetent or incapacitated.

If you are in default, we reserve the right to declare the entire Account balance immediately due and payable without notice. If this is a Secured Account, you authorize us to apply all of the funds in the Secured Bank Account to your outstanding Account balance.

Collection Costs. If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and the fees and costs of any appeal.

Privacy Policy. You authorize us to share information about you and your Account as permitted by law. See our Privacy Policy for details about our information sharing practices.

Credit Reporting. We may from time to time review your credit, employment, and income records. On request, we will give you the name and address of any consumer reporting agency that furnished a report on you. We may report information about the status and payment of your Account to credit bureaus and other creditors. We may report this information in your name and the names of authorized users. If you think we reported incorrect information, please write to us at Fifth Third Bank, Attn: Credit Bureau Dispute, 5050 Kingsley Drive, MD: 1MOCOP, Cincinnati, OH 45227.

Military Lending Act Protections. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this disclosure by phone, please call 877-899-0815, option 4.

Unauthorized Use. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or a Card without your permission.

Closing Your Account. You may cancel your Account at any time. You will remain responsible for any amount you owe us under this Agreement. We may cancel, suspend or not renew your Account at any time, for any reason, without notice.

Foreign Transactions. Transactions in a foreign currency are converted to U.S. dollars by our network providers (Visa and Mastercard) using their procedures in effect at the time the transaction is processed. Currently, they use a government-mandated or wholesale rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction or post date, and from the rate our network provider gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to our network provider.

Governing Law. This Agreement is governed by applicable federal law and by Ohio law, without regard to Ohio's conflict of laws principles. However, in the event you default and we file a lawsuit to recover funds loaned to you, the statute of limitations of the state where the lawsuit is filed will apply, without regard to that state's conflicts of laws principles or its "borrowing statute."

Severability. If any part of this Agreement is found to be invalid, the rest shall remain in effect.

No Waiver. We will not lose our rights under this Agreement because we delay or do not enforce them.

Assignment. We may assign any or all of our rights and obligations under this Agreement, without notice to you. You may not assign any of your rights or obligations under this Agreement.

COMMUNICATIONS WITH US

Contact Us. Unless we tell you otherwise, you can notify us at Fifth Third Bank, Customer Service, MD: 1MOC2G, 5050 Kingsley Drive, Cincinnati, OH 45227, or call us at 800-972-3030. When writing, please include your name, address, home telephone number and Account number.

Contact with You. To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, and anyone to whom we may sell your Account, to contact you to service your account or for collection purposes.

- You agree that these contacts are not unsolicited for purposes of any state or federal law;
- To contact you in any way, including mail, email, calls, and texts, including on a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages;
- To contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular or mobile number; is converted to a mobile/wireless number; or connects to any type of mobile/wireless device; and even if such telephone number is currently listed on a Do Not Call Registry. You understand that communications may result in additional mobile, text message, data charges or other charges.
- To contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement.

Monitoring and Recording. You authorize us to monitor and/or record your calls with us.

Updated Contact Information. You agree to notify us within 15 days after changing your e-mail address, mailing address, or phone number.

ARBITRATION AND JURY TRIAL WAIVER

NOTE: If you are a Covered Borrower under the Military Lending Act Regulations, you are not required to submit to arbitration in the case of a dispute. If you were a Covered Borrower under the Military Lending Act Regulations with regard to any prior agreement, this arbitration clause does not cover any claims related to that prior agreement.

Claim. Any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this provision, the Agreement or any prior agreement. Claim includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the Account created by the Agreement or any prior agreement or any balances on the Account, (b) the Card, (c) the EFT services or Ready Reserve Overdraft Protection feature, (d) advertisements, promotions or oral or written statements related to the Card, the Account or the terms of financing, and (e) your use of the Card and the Account.

If you are a Covered Borrower, you and we will only arbitrate if you choose to arbitrate. We cannot elect to arbitrate a Claim with a Covered Borrower. If you are not a Covered Borrower, you and we each agree that any Claim will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. If arbitration is elected, any Claim will be resolved pursuant to this provision and the American Arbitration Association ("AAA") rules and procedures ("Rules") in effect at the time the Claim is filed. (If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.)

With respect to Claims covered by this provision, if you have asserted a Claim in a lawsuit in court you may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. If we have asserted a Claim in a lawsuit in court, we may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties, only if no other party is a Covered Borrower.

IF ARBITRATION IS CHOSEN WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE AAA RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A

REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

The AAA Rules and forms of the AAA may be obtained by calling 1-800-778-7879 or by visiting the AAA's Web site at www.adr.org. All Claims must be filed at any AAA office.

There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with Applicable Law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U. S. C. §§ 1 et seq., as amended ("FAA"). The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As solely used in this provision, the terms we and us will for all purposes mean Fifth Third Bank, National Association, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives.

This provision will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

Fifth Third Bank, Attn: Disputes Resolution Department, MD: 1MOCBX, 5050 Kingsley Drive, Cincinnati, OH 45227.

You may also contact us at 877-833-6197.

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of potential errors in writing or by calling us. You may still be required to pay the amount(s) in question if the Bank determines the transaction is not an error. If you believe fraud has occurred on your account, please call us as soon as possible at 800-782-0279.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Fifth Third Bank, Attn: Disputes Resolution Department, MD: 1MOCBX, 5050 Kingsley Drive, Cincinnati, Ohio 45227.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Fifth Third Bank, National Association. Member FDIC.