

# CARD AGREEMENT FOR MASTERCARD® WORLD ELITE CARD ACCOUNTS

This Agreement governs the terms and conditions of your Account. You should retain and carefully review this entire Agreement. You and we agree as follows:

We give this Agreement to our customers when they are approved for an Account, or when they request it. By opening an Account and making Transactions, you agree to use this Account only for personal, family or household purposes and to comply with this entire Agreement. Unless otherwise specified, the words **you**, **your** and **yours** mean anyone who applied to us for an Account and whose application we have approved, and anyone who uses the Account with your permission. The words **we**, **our**, **us** and Fifth Third mean Fifth Third Bank, National Association and its successors and assigns.

Additional terms and important information applicable to your account, including information about applicable rates and fees, are set forth in the separate document bearing title Credit Terms and Fees, and are incorporated into this Agreement by reference. The Credit Terms and Fees are referred to in this Agreement as "Additional Terms," and are provided in the envelope containing your Card and this Agreement when your Account is first opened and whenever you request a copy of this Agreement.

This Agreement is solely between you and us, and not with any other financial institution through which you may have applied or that may be identified on your Card.

## DEFINITIONS

**Account:** Unless the context provides otherwise, your credit card account that you can access with your Mastercard World Elite Card.

**Account Statement:** The periodic statement we deliver to you in connection with your Account.

**Additional Terms:** the separate document bearing title Credit Terms and Fees, that is provided in the envelope containing your Card and this Agreement when your Account is first opened and whenever you request a copy of this Agreement.

**Agreement:** This Card Agreement for Mastercard World Elite Card Accounts together with the Additional Terms.

**Annual Fee:** Certain cards have an annual fee. If your Card has an annual fee, the amount of the annual fee is disclosed in the application for your Account and in the Additional Terms.

**Applicable Law:** At any time, any applicable (a) federal, state, or local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (b) rule, regulation, restriction, requirement or contractual term of Mastercard or other card network, and (c) judicial or administrative interpretations of any of the foregoing.

**ATM:** Automated teller machine.

**Authorized User:** Any person you allow to use your Account.

**Available Credit Limit:** The difference between the balances you owe us and your Account credit limit.

**Balance Transfer:** A transfer of a balance from another creditor to your Account. You are not permitted to make a Balance Transfer from another account or loan you have with us.

**Billing Cycle:** Time periods we use to manage your Account; each Billing Cycle is approximately one month long.

**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.

**Cash Advance:** A transaction in which you (a) use your Card to get cash from an ATM; or (b) enter into quasi-cash transactions (as explained below in Section 1).

**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).

**Current Billing Cycle:** A Billing Cycle that just ended.

**Daily Periodic Rate:** The periodic rate that applies to certain Transactions calculated daily.

**EFT:** Electronic funds transfer.

**Foreign Transaction:** A Transaction that occurs or is submitted to us from outside the United States or in a foreign currency.

**International Transaction Fee:** A fee imposed for each Foreign Transaction.

**Minimum Payment Due:** The minimum amount you must pay by the Payment Due Date shown on the front of your Account Statement.

**New Balance:** The new balance on your Account shown on the front of your Account Statement.

**Payment Address:** The remittance address indicated on the front of your Account Statement.

**Payment Due Date:** The date shown on the front of your Account Statement by which we must receive payment for the Billing Cycle.

**PIN:** Personal identification number.

**Prime Rate:** The highest prime rate published in the "Money Rates" section of the online version of *The Wall Street Journal (WSJ)*.

**Purchase:** A purchase or lease of goods or services made with your Card or your Account.

**Transaction:** A Purchase, a Cash Advance, or a Balance Transfer.

**U.S.:** United States

## HOW TO USE YOUR CARD AND ACCESS YOUR ACCOUNT

**1. Card Transactions, Purchases, Cash Advances, and Balance Transfers.** You may use your Account and your Card to make a Purchase or obtain a Cash Advance by presenting your Card or your Account number to participating merchants and establishments where the Card is honored. You may also use your Card to transfer balances from other creditors, to make other transactions by means of a Balance Transfer or for any other transactions that we allow you to make through an introductory or promotional offer, in accordance with the additional terms and conditions that we may offer from time to time. Unless we tell you otherwise, we will also treat any such Balance Transfer or other transaction as a Purchase.

You agree that any debt incurred using your Account or your Card is valid, regardless of the purpose of the Transaction. Purchases from a merchant that are directly convertible to cash (sometimes called "quasi-cash" transactions or "cash equivalent transactions"), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, traveler's cheques or foreign currency, may not be permitted with your Card. In the event it is permitted, the quasi-cash or cash equivalent transaction will be treated as a Cash Advance. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We reserve the right to decline any such transaction without notice. "Cash equivalent transactions" are those transactions performed using a merchant or service provider that Mastercard/VISA identifies as a seller of traveler's cheques, foreign currencies,

money orders, wire transfers, lottery tickets, funds used for wagers or gambling or similar products and services.

Unless prohibited by Applicable Law, we may, from time to time, limit the type, number and dollar amounts of any Transactions, even if you have sufficient available credit. We may also terminate or suspend your use of your Account and Card and access to your Account without notice unless prohibited by Applicable Law.

2. **Credit Limit.** We will inform you of your credit limit from time to time. You must keep your Account balance 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.
3. **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. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should contact us immediately by calling us at 800-229-6800, or writing to us at PO Box 2698, Alpharetta, GA 30023. You may be liable for the unauthorized use of your Card(s) or PIN(s). You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use of your Card(s) or PIN(s) and in any case, your liability for unauthorized use will not exceed \$50.00 (in NY, you will have no liability for unauthorized use of the Card(s) or PIN(s) prior to the Effective Date). You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card(s) or PIN(s) and that you will be liable for all use by such a person.
4. **Third-Party Claims or Defenses.** We are not responsible if a third-party refuses to accept or honor your Card or Account, even if you have sufficient available credit. Except as required by Applicable Law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction with your Account or Card or any services or goods or other property purchased or leased using your Account or Card.

#### PAYING YOUR BILLS

5. **Periodic Account Statements.** Except as otherwise stated in this Agreement, we will send you an Account Statement. Unless you make other arrangements with us, your Account Statement will be mailed to you by regular mail or electronically delivered to your address as it appears on our records. We will send your Account Statement for each Billing Cycle at the end of which your Account has a debit or credit balance in excess of \$1.00 or on which an interest charge has been imposed. Generally, you will receive 12 Account Statements each year your Account is open. We will not send your Account Statement if (a) we deem your Account uncollectible; (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by Applicable Law.
6. **Payment Instructions:** We credit your payments in accordance with the terms on your Account Statement. If you mail your payment to an address other than the payment address shown on your Account 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 your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges. We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the

U.S. We may also charge you the costs we incurred to collect the funds and we may select the currency conversion rate.

7. **Minimum Payment Due.** Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Payment Due shown on your Account Statement on a monthly basis, which will be the greater of (a) 2.5% of the New Balance, or (b) \$35.00. Any New Balance less than \$35 is payable in full. The Minimum Payment Due shown on your Account Statement will also include any amount past due and any amount by which your Account exceeds its credit limit.  
Although we may post payments as of the date we receive them, your Available Credit Limit may not be restored for up to 7 days after we receive your payment.
8. **How We Apply Payments.** Your Account may have balances with different interest rates. For example, purchases may have a lower interest rate than Balance Transfers. If your Account has balances with different interest rates here is how we generally apply payments in a Billing Cycle.
  - 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.
  - After the Minimum Payment Due has been paid, we apply your payments to the balance subject to the highest interest rate, then to balances subject to lower interest rates.
9. **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.
10. **Prepayment.** You may pay without penalty any portion of the entire New Balance or more than your Minimum Payment Due before the Payment Due Date. You understand that by making a prepayment, the total amount you owe us will be reduced but that you must pay the Minimum Payment Due in successive Billing Cycles as reflected in your Account Statement.

#### DETERMINATION OF INTEREST CHARGES

11. **Daily Periodic Rate.** We determine the Daily Periodic Rate by dividing the applicable APR by 365 (366 if a leap year).
12. **Annual Percentage Rate (APR).** *APR for Purchases, Balance Transfers and Cash Advances.* The Additional Terms disclose the APR for Purchases, Balance Transfers and Cash Advances in effect when your Account is opened.
13. **Balance Subject to Interest Charge**  
**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 Account Statement.) To calculate the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. 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 Average Daily Balance, interest charges and related amounts.

**14. Determining your Variable APRs.** We will calculate the APRs Purchases, Balance Transfers, and Cash Advances by adding the applicable margin for those Transactions to the Prime Rate. (A "margin" is the percentage we add to the Prime Rate to calculate the APR.) These APRs will not exceed **29.99%** (corresponding Daily Periodic Rate of 0.08216%). Any increase or decrease in the Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the interest charge and the Minimum Payment Due will change and may result in a smaller part of your payment being applied to reduce principal. Your APRs will vary with the market based on the Prime Rate. The Prime Rate that applies in a Billing Cycle is the highest bank prime loan rate as published by the Wall Street Journal in its Money Rates Section on the 10th day (or the next business day, if the 10th is not a business day) of the calendar month preceding the first day of that Billing Cycle. If the periodic Rate(s) and corresponding APRs increase, your interest charges will increase and your minimum payment may be greater.

**15. Interest-Free Period (also called Grace Period) on Purchases.** We will not charge you any interest on Purchases if you always pay in full the New Balance shown on the Account Statement for your Current Billing Cycle by the Payment Due Date. Specifically, you will not pay interest for an entire Billing Cycle on Purchases if you paid in full the two (2) previous New Balance amounts on your Account by their respective Payment Due Dates; otherwise, each Purchase begins to accrue interest on its transaction date or the first day of the Billing Cycle, whichever date is later, and we may continue to charge you interest on Purchases until you pay in full the New Balance shown on each Account Statement for two (2) Billing Cycles in a row. An interest charge will be imposed on Balance Transfers and Cash Advances from the Transaction date and included in the average daily balance of Balance Transfers and Cash Advances at the applicable APR for Balance Transfers and Cash Advances until the date payment in full is posted to your Account. There is no grace period or time period within which to pay and avoid an interest charge on Balance Transfers and Cash Advances.

**16. Interest Charges.** The total interest charge for a Billing Cycle is the sum of the interest charges for Purchases, Balance Transfers and Cash Advances. To compute the periodic rate portion of interest charges for your Current Billing Cycle, we multiply the Average Daily Balance of each type of your Transactions in the Current Billing Cycle by the applicable Daily Periodic Rates for that cycle. Fees for Balance Transfers, Cash Advances, and International Transactions, if any, are added to and included in the total interest charges for your Current Billing Cycle.

**17. Changes to Rates.** Subject to Applicable Law, we may change the Daily Periodic Rate and corresponding APR for Purchases, Balance Transfers and Cash Advances if we, in our sole discretion and from time to time, decide to take such action subject to applicable law.

**18. Introductory Purchase, Balance Transfer and Promotional APR Offers.** At our discretion, we may offer you an introductory or promotional APR for all or a part of your Transactions. For example, we may offer you a promotional APR that applies to specific transactions, such as transferring balances from accounts you have with others, or an introductory APR for

Purchases when you open an Account. The period for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. If applicable, we will disclose information regarding any introductory or promotional APRs and the period during which they are in effect in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card. If (i) we receive a Minimum Payment Due after its Payment Due Date; (ii) your total outstanding balance exceeds your Account credit limit on the closing date of a Billing Cycle; or (iii) (A) a check, similar instrument or electronic payment order that you have used for payment on your Account has been returned to us unpaid for any reason, or (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, we may adjust the APR to the Purchase or Balance Transfer APR then in effect, as applicable.

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

**20. Fees.**

**Balance Transfer Fee.** Unless your offer indicates otherwise, we will assess an interest charge in the form of a balance transfer fee in the amount set forth in the Additional Terms.

**Annual Fee.** Certain cards have an annual fee. If your Card has an annual fee, the amount of the annual fee is disclosed in the Additional Terms. This fee is assessed for the use of the Account and associated services, and will be identified as a fee on your Account Statement after the first Billing Cycle after you open your Account and annually thereafter.

**Cash Advance Fee.** We will assess an interest charge in the form of a Cash Advance fee in the amount set forth in the Additional Terms.

**Late Payment Fee .** If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a late fee in the amount set forth in the Additional Terms. This fee will not exceed the amount permitted by law.

**Return Check Fee.** If any payment is returned unpaid by your financial institution for insufficient funds or any other reason, we will charge you a return check fee in the amount set forth in the Additional Terms. This fee will not exceed the amount permitted by law.

**International Transaction Fee.** There is an interest charge in the form of a transaction fee equal in the amount set forth in the Additional Terms.

**Expedited Card Delivery Fee.** There is a delivery fee in the amount set forth in the Additional Terms if delivery of your Card is expedited.

**21. Foreign Currency Transactions.** If a Transaction is made in a foreign currency, we and Mastercard, will convert the Transaction into a U.S. dollar amount. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, its regulations and procedures provide that the currency conversion rate used is either: (1) a wholesale market rate, or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**GENERAL PROVISIONS**

**22. Accepting this Agreement.** This Agreement will be effective on the date you use, or someone you authorized uses, the Card or the Account, whichever is earlier. You agree that by using the Account or the Card, or otherwise accepting the Account or the Card, you accept the terms and conditions of this Agreement.

- 23. Promise to Pay.** By using your Card or your Account, you promise to pay us for all Transactions made on your Account, as well as any fees, interest charges or other charges. If this is a joint account, each of you, together and individually, is responsible for all amounts owed, even if only one of you uses the Account.
- 24. Your Responsibility.** You are responsible for all Transactions and other amounts posted to your Account arising from the authorized use of your Account or Card. If you have authorized another person to use your Account or Card in any way, we will deem your authorization to include the authorization to make Transactions of any kind using your Account or Card and to incur related fees and charges. We will also deem your authorization to continue until you revoke it by preventing that person from using your Account or Card. We are not responsible for controlling any person whom you have asked us to add to your Account or someone you let use your Account or Card. You should think carefully before allowing anyone to become an authorized user on your Account because you are allowing that person to use the Account as you can. If you wish to remove that person's ability to use your Account or Card, you must notify us in writing. This notice will not be effective until we receive and have had a reasonable opportunity to act on it.

#### **OUR RIGHTS AND HOW THEY AFFECT YOU**

- 25. Delays in Enforcement.** We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.
- 26. Termination.** Subject to Applicable Law, we may terminate this Agreement or revoke your right to use your Account or Card, along with your right to make future Transactions, at any time and for any reason without notice to you. You or anyone you authorized to use the Card or Account may terminate your Account and use of your Card at any time by calling us at 800-229-6800, or writing to us at Credit Card Services, PO Box 2698, Alpharetta, GA 30023. Any request to terminate your Account will be effective after we have had a reasonable opportunity to act on such request. The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement. If this Agreement is terminated, you must still repay any amounts you owe us, even if we allow a Transaction to be completed with your Account or Card after this Agreement has been terminated. You agree to give to us or to destroy all of the Cards issued on your Account when we ask you to or when this Agreement is terminated. If someone attempts to use a Card after this Agreement is terminated, the Card may be retained.
- 27. Default.** Subject to Applicable Law, your Account will be in default under this Agreement if any one of the following occurs: (a) you become generally unable to pay your debts, (b) you die or are declared legally incompetent, (c) you use a check or instrument for payment that is dishonored, (d) you fail to pay the Minimum Payment Due on or before your Payment Due Date, (e) any other creditor tries by legal process to take money of yours in our possession, (f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (g) you provide us with any false or misleading information, (h) you breach any of your other obligations under this Agreement, (i) you exceed your Account credit limit, (j) you are in default of any other credit agreement you have with us or any of our affiliates, or (k) we believe in good faith that you may not pay or perform your obligations under this Agreement. The payment of any fee charged by us will not cure the default that caused the fee.
- 28. Our Additional Rights When You Are in Default.** If your Account

is in default under this Agreement, we may, subject to Applicable Law, (a) require you to pay any portion of your outstanding Account balance immediately, (b) allow you to repay your Account subject to the terms and conditions of this Agreement, (c) immediately terminate your Account and cancel all Cards, (d) reduce your Account credit limit or otherwise limit your ability to make Transactions as discussed in this Agreement, (e) commence a legal proceeding against you to collect all amounts owed in connection with this Agreement, or (f) increase the APR for Purchases and Cash Advances. You agree to pay all reasonable costs, including attorney's fees, that we incur to collect amounts you owe. We will not be obligated to honor any attempted use of your Card or your Account if your Account is in default, or we have decided to terminate your Account or limit your ability to make Transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, interest charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued interest charges, is paid in full. You agree that, subject to Applicable Law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

- 29. Credit Reports.** You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to Applicable Law.

You agree that we may give information about the Account to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report. If you believe information we have given to a credit reporting agency is incorrect, write to us at: PO Box 2698, Alpharetta, GA 30023. When you write to us, tell us the specific information you believe is incorrect.

- 30. Reevaluation of Financial Condition and Credit History.** We may reevaluate your financial condition and investigate any information you provided on your Account application at any time. While doing so, we may obtain a current credit report and ask you for additional information about your financial condition by completing a personal financial statement or such other form that we request from time to time. You give us your permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, (i) increase your credit limit; (ii) decrease your credit limit; or (iii) deem your Account to be in default.

#### **COMMUNICATIONS WITH US**

- 31. Contact Us.** Unless we tell you otherwise, you can notify us at Credit Card Services: PO Box 2698, Alpharetta, GA 30023, or call us at 800-229-6800. When writing, please include your name, address, home telephone number and Account number.
- 32. 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.
- a. You agree that these contacts are not unsolicited for purposes of any state or federal law.

- b. 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.
- c. 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.
- d. 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.
- e. Any notice that we send you through the U.S. mail, postage prepaid, and addressed to the latest billing address on our records is deemed to be given when deposited in the U.S. mail.

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

**34. Updated Contact Information.** You agree to notify us immediately after changing your e-mail address, mailing address, or phone number. We will rely on the address we have for you in our records for any Account communications we send to you unless and until either you or the U.S. Postal Service notifies us of a change of address and we have had a reasonable opportunity to act on such notice. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which all Account communications, including the Account Statement, may be sent to you.

**35. 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 855-426-4086.

**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.**

**36. Claim.** Any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement 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, (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](http://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, Fiserv Solutions, LLC (the servicer of your Account), all of their respective parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their respective 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.

**37. Changes to this Agreement.** Subject to Applicable Law, we can change this Agreement at any time, regardless of whether you have access to your Account, by adding, deleting or modifying any provision (including increasing any rate of interest charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to interest charge, changing your Account credit limit, changing the date upon which interest charges begin to accrue, changing the Minimum Payment Due or limiting the number or amount of Transactions on your Account). Any such changes will generally be effective immediately unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. If this is the case, those changes will be effective immediately following the effective date stated in the notice. Subject to Applicable Law, any such changes will apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date. If we give you the right to reject a change (whether because it is required by Applicable Law or otherwise), and you do not notify us by the date stated in a notice, or if you notify us but then use your Account after the date stated in the notice, you will be deemed to accept all changes in the notice and to accept and confirm all terms of your Agreement and all changes in prior notices we have sent you regardless of whether you have access to your Account. If you reject a change that we make, we will close your Account. No change to any term of this Agreement will affect your obligation to pay all amounts you owe under this Agreement.

**38. Correspondence.** To the extent permitted by Applicable Law, any communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. Any communication we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records.

**39. 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. In addition, you may have options to use your Card and view your transactions through mobile banking apps or other platforms that are operated by third parties. To provide you with integrated features and functionality, your personal information and transaction data will be shared with those third party financial institutions and their service providers. You should consult their terms and conditions and privacy notices for relevant information.

**40. 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.

**41. Assignment.** You may not sell, assign, or transfer your Account or Card or any of your rights and obligations under this Agreement. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Agreement to another entity without your consent and without prior notice. That entity will take our place in this Agreement.

**42. Severability.** If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

**43. Governing Law.** This Agreement is entered into between you and us in, and all amounts advanced under your Account are extended from the State of Ohio. Your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, federal law, and to the extent not preempted by federal law, the laws of the State of Ohio, without regard to Ohio's conflict of laws principles. The legality, enforceability and interpretation of this Agreement and the amounts contracted for or advanced under this Agreement also are governed by federal law, and Ohio law to the extent not preempted by federal law.

**44. Entire Agreement.** You acknowledge that this Agreement, including the Additional Terms, as amended from time to time, make up the entire agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and the Card. Neither you nor we intend that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by Applicable Law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by Applicable Law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you. You agree that any documentation provided to you that indicates that a Transaction was made shall be admissible as evidence of such Transaction and shall be proof that such transaction or transfer was made.

**45. Questions.** If you have any questions about this Agreement or your Card, please contact us at 800-229-6800.

**46. Section Headings.** The Section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations hereunder.

**47. 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.

**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: Credit Card Services, Attn: Disputes Resolution Department, PO Box 2698, Alpharetta, GA 30023.

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 any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### *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 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 the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

#### *Your Rights If You Are Dissatisfied With Your Card Purchase*

If you are dissatisfied with the goods or services that you have purchased with your 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 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. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase. Purchases made with Cash Advances from an ATM do not qualify.
3. You must not yet have fully paid for the Purchase.

If all the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at: Credit Card Services Attn: Disputes Resolution Department, PO Box 2087, Omaha, NE 68103-2087.

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

Fifth Third Bank, National Association. Member FDIC.