Huntington

Voice Credit Card Terms and Conditions

THE VOICE CREDIT CARD CARDHOLDER AGREEMENT (WHICH WILL BE INCLUDED IN THE CARD PACKAGE IF YOU ARE APPROVED) INCLUDES AN ARBITRATION PROVISION AND A JURY TRIAL WAIVER. IF A DISPUTE BETWEEN YOU AND US IS ARBITRATED, THE ARBITRATION PROVISION, UNLESS REJECTED BY YOU WILL SUBSTANTIALLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO HAVE A COURT OR JURY TRIAL OR TO BRING, JOIN IN OR PARTICIPATE IN CLASS PROCEEDINGS. IF THE DISPUTE IS NOT ARBITRATED, THE JURY TRIAL WAIVER WILL ELIMINATE YOUR RIGHT TO A TRIAL BY JURY IN COURT.

Interest Rates and Interest Charges

	Rewards Option	Lower Rate Option
Annual Percentage Rate (APR) for Purchases	**12.99% - 23.99%** Based on your creditworthiness	**9.99% - 20.99%** Based on your creditworthiness
	These APRs will vary with the market based on the Prime Rate.[1]	
APR for Balance Transfers	**0.00%** Introductory APR for the first 12 billing cycles following account opening on any balance transfer made within the first 90 days following account opening.[2] After that, your APR will be at or between:	**0.00%** Introductory APR for the first 12 billing cycles following account opening on any balance transfer made within the first 90 days following account opening.[2] After that, your APR will be at or between:
	12.99% - 23.99% Based on your creditworthiness	**9.99% - 20.99%** Based on your creditworthiness
	These APRs will vary with the market based on the Prime Rate.[1]	
APR for Cash Advances	**23.99%**[3] This APR will vary with the market based on the Prime Rate.	
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00	
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore**.	

Fees

Annual Fee	**None**
Transactions Fees • Balance Transfer • Cash Advance	The greater of **$10.00** or **3%** of the amount of each Balance Transfer. The greater of **$10.00** or **3%** of the amount of each Cash Advance
Penalty Fees • Late Payment • Returned Check	Up to **$35** Up to **$35**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Form: RrCardSchumerBoxCustStatOAO (02/14)

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

[1] For the Rewards Option, we add a margin of between 9.74% and 20.74% to the Prime Rate to determine the Purchase/Balance Transfer APR. For the Lower Rate Option, we add a margin of between 6.74% and 17.74% to the Prime Rate to determine the Purchase/Balance Transfer APR.

[2] **Loss of Introductory Rate:** We may end your introductory APR and apply the post-introductory Purchase/Balance Transfer APR if all or part of your required minimum monthly payment is more than 60 days late.

[3] We add 20.74% to the Prime Rate to determine the Cash Advance APR.

This information is accurate as of 05/2014 and is subject to change after this date. For current information please contact Huntington National Bank at PO Box 1558, Columbus, OH 43272 or call us at 1-800-480-BANK for any changes.

Variable APRs Based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing period we use the Prime Rate published in The Wall Street Journal two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Changes: We may add, change or delete the terms of your Account (including, but not limited to, Annual Percentage Rate and other significant changes). If notice is required, it will be mailed to you at least forty-five (45) days prior to the effective date of the change. Notice may also include a statement of your right to cancel the Account prior to the effective date of the change.

Application Terms: You hereby request a Huntington Credit Card. This application is subject to the approval of, and any credit will be extended by, The Huntington National Bank (referred to as "we", "us", "our") 41 South High Street, Columbus, Ohio. You certify that you have answered the questions in this application fully and truthfully, and that you have not omitted any material information.

Obtaining Consumer Reports and Sharing Information: We may obtain credit or other consumer reports on you, check your credit and verify with others information you provide in connection with this application. We may report our credit and other experience with you to consumer reporting agencies and others who we determine have a legitimate need for the information.

The **Ohio laws** against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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Voice Credit Card Cardholder Agreement

Thank you for opening a Credit Card Account with The Huntington National Bank. This Agreement, and any future changes we may make, is your contract with us. It governs the use of your Card and Account.

Definitions

In this Agreement "you" , "your" and "yourself" mean each applicant or co-applicant for the Account, any person responsible for paying the Account, and anyone You authorize to use, access or service the Account,

"We," "us," "our," and HNB mean The Huntington National Bank.

Your Account

You agree to use your Account in accordance with the terms of this Agreement. You must pay us for all amounts due on your Account, including any interest and fees. Your use of the Account or any payment on the Account indicates your acceptance of the terms of this Agreement. Your Account must only be used for lawful transactions.

Credit limit

We will advise you of the credit limit on your Account. A portion of your credit limit may be available for cash advances. We may increase, decrease, restrict or cancel the credit limit or cash advance limit on your Account at any time. We are not obligated to allow your Account to go over its credit limit.

Transactions Exceeding Your Credit Limit

Each time you attempt a transaction which results in your applicable outstanding balance, plus authorizations, exceeding your credit line, we may: (1) permit the transaction without raising your credit line; (2) permit the transaction and treat the amount exceeding your credit limit as immediately due, or (3) decline the transaction. You are responsible for the total balance on your Account, even if your balance exceeds your credit limit.

Authorized users

You may authorize others to use your Account. You may request additional Cards for authorized users. You must pay us for all purchases and cash advances made by any authorized user or anyone else that you permit to use your Account. You must pay us even if you did not intend to be responsible for those charges. You must notify us if you want to remove an authorized user from your Account. You must also retrieve and destroy any and all Cards in their possession and cancel all of their billing arrangements to the Account.

Card Use

Purchases

You may purchase or lease goods or services from any merchant that accepts your Card or Account. However, we reserve the right not to honor Quasi Cash or Cash-Equivalent purchases (e.g., travelers checks, money orders, gambling chips, and any other items that serve as cash or are convertible to cash).

Checks

We may provide Balance Transfer Checks and/or Cash Advance Checks for you to use. You may not use either of these to pay an amount owed to use under this Agreement or to pay any other Account you may have with us.

Balance transfers

From time to time, in our sole discretion, we may offer you the ability to transfer other balances to your Account. We do not permit balance transfers from other Account or loans you may have with us.

Cash advances

You may obtain Cash Advances on your Account. These advances may be made from automatic teller machines (ATM), banks, or from Cash Advance Checks. However, we reserve the right not to honor ATM usage at casinos. Balance transfer checks made payable to cash or yourself will be treated as a cash advance.

Overdraft advances

You may set up this Account to cover overdrafts on your checking Account. If you do, then the terms of this Agreement and your Checking Account Agreement will apply. For purposes of this Agreement, these transactions will be treated as Cash Advances, subject to the Cash Advance APR, except that there will be no associated transaction fee.

Automatic charges

You may preauthorize reoccurring transactions on your Account. If your Account is suspended, terminated or if we issue you a new credit Card number, you will need to contact any person(s) with whom you have authorized these preauthorized reoccurring transactions to make sure they are not interrupted.

Promotions

From time to time we may make special offers related to your Account. These offers are subject to the terms of this Agreement unless otherwise detailed on or with the promotional offer itself.

Foreign transactions and Exchange Rate

If you make a transaction in a foreign currency, the transaction will be converted by MasterCard International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date.

Authorization of Transactions

We do not guarantee approval of transactions. We may deny any transactions for any reason at our discretion. We are not liable for transactions that are not approved. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Illegal and Online Gambling Transactions

You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

Closing your Account

You may close your Account by notifying us in writing or over the phone. We may also close your Account or suspend Account privileges at any time and for any reason. We may do this without prior notice to you. We also have the right not to renew your Account upon its expiration. If you or we close your Account, you must still repay the total balance in accordance with the terms of this Agreement. If your Account is closed, you must return any Card to us upon request.

Lost or Stolen Cards, Account Numbers, or Cash Convenience and Balance Transfer Checks

You must contact us if any Card, Account number, or check is lost or stolen. You must also notify us if you think someone used or may use them without your permission. You may contact us by calling the telephone number on the back of your Card or on your billing statement or by writing us at the address listed on your statement. When you contact us, we may require you to provide information to help in our investigation. We may require you to provide this information in writing.

Paying your Account

Payment Instructions

You must follow the payment instructions on your billing statement. You must pay us in U. S. dollars. You can pay us by check, money order or electronic payment that is drawn on and honored by a bank in the U.S. Do not send cash. We will credit your payment the same day it is received as long as it is made in accordance with the instructions on your billing statement. Payments containing restrictive words, conditions, limitations or special instructions (including items marked "paid in full") must be sent to a separate address indicated on your billing statement.

Minimum Payments

You must pay us at least the minimum payment due by the payment due date each billing period. The Minimum Payment Due each billing period will depend on your APRs and New Balance.

a. If All APRs are 23.49% or Lower: You must pay the greater of:

- $10; or
- 2% of the New Balance rounded up or down to the nearest dollar plus (1) any unpaid Minimum Payments Due from previous bills and (2) any amount of your New Balance that exceeds your credit limit and is not already included as part of any unpaid Minimum Payments Due from previous bills.

However, if the New Balance is less than $10, you must pay the New Balance.

b. If Any APR is Over 23.49%: If an APR greater than 23.49% applies at the end of any billing period, you must pay $15 plus (1) any interest accrued for that billing period, (2) any Balance Transfer Fee, Expedited Payment Fee, that has been assessed during that billing period, (3) any unpaid Minimum Payments Due from previous bills and (4) any amount of your New Balance that exceeds your credit limit and is not already included as part of any unpaid Minimum Payments Due from previous bills.

Interest-Free Period / Interest Charges

There is no period in which you can pay back a cash advance, any other transaction treated as a cash advance under this Agreement, or a balance transfer to avoid incurring a Finance Charge. For a cash advance using a convenience check, the date of the advance is the date the convenience check is presented to us or our agent for payment. For all other cash advances, the date of the advance is the date you obtained the advance. For purchases using the Card, there will be no Finance Charge imposed on your purchases in any billing period in which (i) there is no previous balance or (ii) payments received and credits issued by the Payment Due Date equal or exceed the Previous Balance. The Payment Due Date will be determined by us, but will be at least 21 days after the Statement Closing Date shown on your last Statement. The number of days between your Statement Closing Date and your Payment Due Date (the grace period) may vary from one billing period to another. If we do not receive a payment for the New Balance in full by the Payment Due Date shown on your last Billing Statement, we will add a Finance Charge to your Account. If we add a Finance Charge, we will begin to assess the charge on each purchase from the date of purchase.

Payment Allocation

We reserve the right to apply payments equal to or less than the required minimum payment amount in a manner of our choosing, which may result in balances subject to lower interest rates being paid prior to other balances. This may result in higher interest charges. Any payment you make in excess of the required Minimum Payment Due will be allocated to your Account as required by applicable law.

Credit Balances

We may reject and return any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has been cleared. You may request a refund of credit balances at any time. We may reduce the amount of any credit balance by any new transactions billed to your Account.

Alternate Payment Methods

We may offer alternative payment methods, through a customer service representative, which would allow you to make expedited payments to your Account over the telephone, through the internet or other payment system. We will describe the terms for using these services before you use them. We may charge a fee for these services. You do not have to use these alternative payment methods however, If you do choose to use an alternate payment method, we will disclose the then current fee amount to you before you authorize your payment.

Average Daily Balance Method (Including New Purchases)

We calculate separate Balances Subject to an Interest Rate for each type of transaction associated with your Account.

Rate we charge

For each day in the billing period, we multiply the daily balance times the daily periodic rate to get your interest charge for that day. The daily periodic rate is 1/365th of the annual percentage rate in effect for the billing period. We add all the daily interest charges and round to the nearest penny, to get your total interest charges for that billing period.

Average Daily Balance

a. **Ending Daily Balance.** To get the average daily balance, we first determine the ending daily balance each day. To do this:
   - We start with the ending daily balance from the previous day.
   - We then add to the balance:
     - Any interest charge from the prior day (known as compounding of interest) and
     - Any new transactions or other debits (including, if applicable, any transaction fees, other fees and unpaid interest charges).
   - We then subtract from each balance, as applicable, the new day's payments and credits, and treat any net credit balance as a zero balance.

b. **Averaging Method.** We then add together the ending daily balances for each day in the billing period. We then divide the total for each transaction type by the number of days in that billing period. This gives us the average daily balance.

When we add each transaction type to your balance

- We add purchases, balance transfers and cash advances as of the date of the transaction.
- We add cash advance checks or balance transfer checks as of the date they are present to us for payment.
- We add fees either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing period, whichever we may choose.

The Balances Subject to Interest Rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing period.

Minimum Interest

We will charge you a minimum ***FINANCE CHARGE*** of ***$1.00*** for any billing period in which a Finance Charge is due.

How to Calculate Variable Rates

Variable rate APR's are calculated by adding together the Prime Rate and a margin. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing period we use the Prime Rate published in The Wall Street Journal two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Effect of APR Increases

If an APR increases, interest charges will increase. Your minimum payment may increase as well.

Fees

Late Fee

We can charge you a late fee of up to $35.00, as allowed by law, if you do not pay us at least the Minimum Payment Due for each billing period or if we receive your payment after the Payment Due Date shown on your Billing Statement.

Return Check Fees/ Return Payment Fees

You agree to pay a fee up to $35.00 for each convenience check written against your Account which fails to clear and is returned unsatisfied. We may post this fee to your Account each time a payment check or a convenience check you issue is dishonored, even if we represent your check, and even if such check is paid upon re-presentment. You also agree to pay a fee up to $35.00 for each convenience check written against your Account on which we stop payment at your request.

Balance Transfer Fee

For any balance transfer, you will pay a transaction fee equal to the greater of $10.00 or 3% of the amount of the cash advance, per balance transfer. Huntington Employees will pay a transaction fee equal to 2% of the amount of the balance transfer, per balance transfer.

Cash Advance Fee

For any cash advance, you will pay a transaction fee equal to the greater of $10.00 or 3% of the amount of the cash advance, per cash advance.

Research/Documentation Charges

We have the right to charge you for documentation requests in the amount of $5.00 for each copy of a sales draft, credit slip, or billing statement. However, we will not assess this charge if your request is based upon a billing error and you follow the procedures provided in the billing rights section of this Agreement. In addition, for each Account research request that you make that is not covered by the billing rights section of this Agreement, we have the right to charge you a fee of $25.00 per hour of research.

Expedited Delivery Fee

A fee if you request and we agree to arrange for expedited delivery of any Card or Checks to you (for example, by an overnight delivery service). We will disclose the amount of this fee at the time you request this service. If you then confirm and we honor your request, we will charge the fee disclosed at the time of the request.

Annual Statement Fee

We may charge a fee of $15 to provide you with an annual summary statement showing your Account activity for the calendar year.

Relationship Information

Communications

Until your Account is finally settled, you give direct and express consent to receive communications regarding your Account to us, any servicers and any collectors of your Account, through various means such as 1) any cell, landline, or text number that you provide, 2) any email address that you provide, 3) auto dialer systems, 4) recorded messages, and other forms of communications. Further, you agree that any such communications are not unsolicited for purposes of any state or federal law.

Telephone Monitoring

As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use this Account, those acting on your behalf, or anyone making payments on this Account, of this provision.

Alert and Text Services

Some accounts include access to mobile text messaging related services (“Text Services”) and/or e-mail and mobile text messaging alerts (“Alerts”). You agree that we may send mobile text messages to you through your communication service provider, as your agent, using any telephone number or e-mail address or other delivery location you have provided or we have in our records.

The Text Services and Alerts are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) outside of our control. We are not responsible in those cases or for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services and Alerts.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your applicable Account is closed.

You are responsible for any and all charges, including, but not limited to, fees associated with text messaging

imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. To cancel the Text Services, send STOP to 446622 at any time. For help or information on the Text Services, send HELP to 446622. For additional assistance with the Text Services, contact customer service at 1-800-530-6493.**

Credit Information

You authorize us to obtain reports from consumer reporting agencies in connection with your application and any resulting Account, including for update, review, renewal, extension, or collection of amounts owed on the Account. You also agree that we may furnish information about you and your Account to consumer reporting agencies and others who are permitted by law to receive it. If you believe the Account information we reported to a consumer reporting agency is inaccurate, you may write to us at the address provided on the credit report from the consumer reporting agency. Your written dispute must provide sufficient information to locate the Account and why you believe the information is inaccurate. If available, provide a copy of the section of the credit report showing the Account information you are disputing.

Default

You will be in default if you fail to make any payment when due, exceed your credit limit, die, become a subject of bankruptcy or insolvency proceedings, do not comply with any of the terms of this Agreement, or if you have provided false information to obtain or maintain this Account. If you are in default, we may, in our sole discretion, declare all amounts you owe to be immediately due and payable, prohibit any further transactions on your Account, cancel the Cards, and revoke any privileges associated with the Card. In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand. If you are in default, we may, in our sole discretion, refuse to pay any of your convenience checks that are presented to us. If we decide to honor such checks, you will owe us the amount of such checks under the terms of this Agreement.

Governing Law

THIS AGREEMENT IS GOVERNED BY OHIO LAW AND APPLICABLE FEDERAL LAW. THIS IS THE LAW WE ARE SPEAKING OF WHEN WE REFER TO A TERM PERMITTED OR REQUIRED BY APPLICABLE LAW.

Change in Terms

We may add, change or delete the terms of your Account (including, but not limited to, Annual Percentage Rate and other significant changes). If notice is required, it will be mailed to you at least forty-five (45) days prior to the effective date of the change. Notice may also include a statement of your right to cancel the Account prior to the effective date of the change.

Assignment

Your rights under this Agreement cannot be transferred by you, by operation of law, or otherwise, but your obligations shall be binding upon your estate or personal representatives. We may transfer or assign your Account, and/or this Agreement, or any of our rights under this Agreement, to another person or entity at any time without prior notice to you or your consent.

No Waiver of Rights

We can delay enforcing our rights under this Agreement without losing them. We can accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.

Sharing of Information with MasterCard

You agree that we may provide your personal data to MasterCard, its Members, or their respective contractors for the purpose of providing Emergency Cash Advances and Emergency Card Replacement Services.

Arbitration Agreement

ARBITRATION PROVISION. Arbitration is a method of resolving disputes in front of an arbitrator instead of having a trial in court in front of a judge or jury. An "arbitrator" is a neutral person from one of the organizations listed below who will decide the dispute. This Arbitration Provision governs when and how disputes between you and us will be arbitrated if a dispute arises and you or we choose to arbitrate the dispute instead of having a court or jury resolve the dispute.

READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

YOUR RIGHT TO REJECT: If you don't want this Arbitration Provision to apply, you may reject it by sending us a written Arbitration Rejection Notice which (a) states that you (or both or all of you, if more than one) wish to reject the Arbitration Provision; (b) states your name, address and Account number; (c) is signed by you and any other person who is rejecting the Arbitration Provision; and (d) is sent by certified mail, return receipt requested, to [The Huntington National Bank, EA4W25 - Credit Card Arbitration, P.O Box 1558, Columbus, Ohio 43272.] Upon receipt of this notice, we will credit your Account for the standard cost of a certified letter. These are the only procedures you can use to reject the Arbitration Provision. An Arbitration Rejection Notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within thirty (30) calendar days after the date we first provide you with a credit Card Agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit. If you reject this Arbitration Provision, that will not constitute a rejection of any prior arbitration provision between you and us. Even if you previously rejected an arbitration provision between you and us, you will be bound by this Arbitration Provision unless you reject it. PLEASE NOTE THAT THE JURY TRIAL WAIVER, WHICH IS LISTED BELOW, IS NOT PART OF THIS ARBITRATION PROVISION. REJECTING THIS ARBITRATION PROVISION WILL NOT ACT AS A REJECTION OF THE JURY TRIAL WAIVER.

(a) Parties Subject to Arbitration – Special Definitions: Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms "we," "us" and "our" mean (a) The Huntington National Bank (the "Bank"), any parent, subsidiary or affiliate of the Bank and the employees, officers and directors of such companies (collectively, the "Bank Parties"); and (b) any other person or company that provides any goods or services in connection with this Agreement if you assert a Claim against such other person or company in connection with a Claim you assert against any Bank Party.

(b) What Claims are Covered: "Claim" means any claim, dispute or controversy between you and us (whether preexisting, present or future) that in any way arises from or relates to this Agreement, your Account, the issuance of any Card, any rewards program or any prior Agreement or Account. "Claim" includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the advertising related to, application for or approval of the Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims, third-party claims, federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.

(c) Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute about the validity, scope or enforceability of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and this sentence); any such dispute shall be resolved by a court and not by an arbitrator or administrator. However, any dispute about the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

(d) Arbitration Procedures.

Electing arbitration. If you or we elect to arbitrate a Claim rather than have a court decide the Claim, the party electing arbitration must notify the other party in writing. This notice can be given before or after the beginning of a lawsuit or with respect to other Claims brought later in the lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to [The Huntington National Bank, Credit Card Arbitration, Attention: Customer Service, P.O Box 1558, Columbus, Ohio 43272], and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a location reasonably convenient to where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures.

Arbitration administrators and rules. The arbitration administrator will be: American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879; or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. You may contact these organizations directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). If the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall select the administrator or arbitrator. No person or company may serve as arbitrator or administrator, without the consent of all parties, if he, she or it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

The arbitrator. A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge.

What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act ("FAA"), that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any of our attorney, expert and witness fees in connection with the arbitration, regardless of which party prevails in the arbitration.

Arbitration costs. At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced.

Right to discovery. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

(e) Federal Arbitration Act. The parties agree and acknowledge that the Agreement evidences a transaction involving interstate commerce and, therefore, a federal statute, the FAA (Title 9 of the United States Code), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Ohio shall apply.

(f) Class Action Waiver. Notwithstanding any other provision of the Agreement, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency). The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(g) The Arbitrator's Decision. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the arbitrator's decision (called the "award") may be entered by any court having jurisdiction.

(h) Effect of Arbitration Award; Appeal. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Unless the parties agree otherwise, and to the extent feasible, the appeal will be conducted pursuant to or modeled after the JAMS Optional Appeal Procedure, available at http://www.jamsadr.com/rules-optional-appeal-procedure. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the subparagraph above, captioned "Arbitration costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

(i) Notice and Cure; Special Payment. Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at [The Huntington National Bank, Credit Card Arbitration, Attention: Customer Service, P.O Box 1558, Columbus, Ohio 43272.] This is the sole and only method by which you can submit a Dispute Claim Notice. Upon receipt of a Dispute Claim Notice, we will credit your Account for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least $7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Deposit Dispute Claim Notice and/or a single arbitration. Accordingly, this $7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of $7,500 are not contemplated.

(j) Rules of Interpretation: This Arbitration Provision shall survive (i) the termination or closing of your Account, (ii) the termination of any relationship between us, including the termination of this Agreement, and (iii) any bankruptcy of any party, to the extent consistent with applicable bankruptcy law. In the event of a conflict between the provisions of this Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control.

(k) Severability. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, RELATING TO YOUR ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US.

Billing Disputes Information

NOTICE OF REPORTING ERRORS.

If you believe the Account information being reported to a consumer reporting agency is inaccurate, you may write to us at the **Billing Errors** address below. Please specify in your letter the information that you believe is inaccurate.

Your Billing Rights; Keep This Notice For Future Use.

This Notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at:

BILLING ERROR NOTICE ADDRESS

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

Huntington National Bank – Dispute Resolution
P. O. Box 84082
Columbus, GA 31993-9261

In your letter, give us the following information: Your name and Account number, the dollar amount of the suspected error, describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit Card bill automatically from your savings or checking Account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and, (b) the purchase price must have been more than $50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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