

FIFTH THIRD BANK CARD AGREEMENT for Visa® Signature Card and VISA Signature Preferred Banking Credit Card

VISATERM 654363

Effective May 1, 2012

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 who uses the Account with your permission. The words **we, our, us** and **Fifth Third** mean Fifth Third Bank and its successors and assigns.

DEFINITIONS

AAA: The American Arbitration Association.

AAA Rules: The AAA Rules and Procedures.

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

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

Agreement: This Fifth Third Bank Card Agreement for VISA Signature Card and VISA Signature Preferred Banking Credit Card.

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 Visa or other card network, and (c) judicial or administrative interpretations of any of the foregoing.

APR: Annual percentage rate.

ATM: Automated teller machine.

Bank Account: If you use your Card as an ATM card, your savings or checking account that you maintain with us primarily for personal, household or family purposes and designate for use with your Card.

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

Business Day: Monday through Friday, excluding holidays.

Card: Unless the context provides otherwise, each VISA Signature Card and VISA Signature Preferred Banking Credit Card that we issue on your Account.

Cash Advance: A transaction in which you (a) use your Card to get cash from an ATM; (b) present your Card to any bank or other person that accepts the Card to get cash or cash-like equivalents (for example, money orders, traveler's checks or other payment instruments) from your Account; (c) use a Convenience Check or access Ready Reserve, or (d) use your Card or your Account number to make a person-to-person transfer conducted through the Internet or otherwise.

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

Convenience Check: A check that may be used to access your Account.

Credit Insurance/Debt Protection Plan: An optional credit insurance and/or debt protection product that may be made available to you for purchase.

Current Billing Cycle: A Billing Cycle that just ended.

EFT: Electronic funds transfer.

FAA: Federal Arbitration Act.

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 Transaction outside of the U.S. or in a foreign currency.

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

Monthly Periodic Rate: The periodic rate that applies to certain Transactions calculated on a monthly basis.

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

Non-Revolving Credit Line: The amount of your credit line over your Revolving Credit Line.

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.

POS: Point of sale.

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

Ready Reserve: An optional feature of your Account whereby you may link a checking account to your Account to cover overdrafts on the checking account.

Revolving Credit Line: The amount of your Account balance that you are permitted to pay over time.

Total Amount of Extended Credit: Your Revolving Credit Line and your Non-Revolving Credit Line.

Transaction: A Purchase or a Cash Advance.

U.S.: United States.

Visa: Visa International.

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

HOW TO USE YOUR CARD AND ACCESS YOUR ACCOUNT

1. Card Transactions, Purchases and Cash Advances.

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. We will also treat as a Cash Advance any transaction using Ready Reserve.

You may also use your Card to transfer balances from other creditors, to make other transactions by means of balance transfer coupons or checks, or for any other transactions that we encourage 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), such as purchases of casino gaming chips, money orders, wire transfer services, travelers cheques or foreign currency, may not be permitted with your Card. 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.

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.

Your Card allows you to pay your Account balance in full each month or pay a portion of your Account balance over time. There is no preset spending limit on your Account. No preset spending limit does not mean unlimited spending. Your Revolving Credit Line will be disclosed in the document that accompanies your Card and on your Account Statements.

We will not disclose your Non-Revolving Credit Line; rather, we will evaluate each charge that causes your Account balance to exceed your Revolving Credit Line based on a variety of factors, including your Account spending and history, your experience with us and other creditors and information we obtain from credit bureaus. Subject to Applicable Law, we may refuse to authorize or accept any Transaction on your Account or Card at any time as described in this Agreement. We may also from time to time and in our sole discretion change your Revolving Credit Line, reduce your Revolving Credit Line to \$0 and close your Account; limit the number or amount of Transactions on your Account based on an evaluation of various factors; or refuse or limit your access to your Non-Revolving Credit Line. We will promptly notify you in the event we decide to reduce your Revolving Credit Line.

Your Account Statement may also show that only a portion of your Revolving Credit Line may be used for Cash Advances. Cash Advances, including Convenience Checks and Ready Reserve transactions, are charged against the cash portion of your Revolving Credit Line. Unless we inform you otherwise, your Cash Advance credit limit will be up to 50% of your Revolving Credit Line.

3. Convenience Checks. We may issue Convenience Checks to you, which may be used to access your Account. We will treat any Convenience Check issued to you that we pay as a Cash Advance (except for a Convenience Check issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as a Purchase), and we will deduct the amount of the Convenience Check from your Cash Advance credit limit. Each Convenience Check must be denominated in U.S. dollars and completed and signed by you in the same manner as a personal check. If we provide you with Convenience Checks for your Account, you may not use them to pay any amount you owe on your Account. You may not request, and we will not honor, a stop payment on any Convenience Check. We reserve the right to return any Convenience Check unpaid if (a) the amount of the Convenience Check exceeds your Cash Advance credit limit; (b) your Account is not in good standing or you are otherwise in default of this Agreement; (c) your Card or Convenience Checks have been reported lost or stolen or your Account may have been subject to unauthorized use; (d) you use a Convenience Check to pay any amount you owe on your Account; or (e) for any other reason. We will not be liable if we choose to return any Convenience Check unpaid.

LOST CARDS, UNAUTHORIZED USE OF ACCOUNT OR CARD AND OTHER CONCERNS

4. Unauthorized Use of Your Account or Card. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should write to us immediately at: Fifth Third Bank, MD 1MOC2G, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 or call us at: 1-800-782-0279. We may still require you to provide notice in writing.

YOU SHOULD NEVER WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF YOUR PIN ON ANY MATERIAL THAT IS KEPT WITH YOUR CARD. If there is any loss, theft or possible unauthorized use of your Account or Card, we may require you to provide us information in writing or other assistance to help us find out what happened. We may also require you to comply with certain procedures in connection with our investigation. Unless prohibited by Applicable Law, we will deem any such use as having been authorized by you, and you will be liable for the amount of any Transactions plus finance charges and fees and other charges incurred with any such use, if you fail to provide us with any such information or assistance or to comply with such procedures. Unauthorized Card or Account use does not include use of your Card or your Account by any person you have authorized to use your Card or Account.

5. Limitation of Your Liability. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50. This section does not apply when a PIN is used as your identification method.

6. 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

7. 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 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 a finance 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.

8. Payments. Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Amount Due shown on your Account Statement on a monthly basis, which will be the greatest of (a) 2% of the New Balance, (b) 0.5% of the New Balance plus total billed finance charges and any fees, or (c) \$35.00. Any New Balance less than \$35 is payable in full. The Minimum Amount Due shown on your Account Statement will also include any amount past due and any amount by which your Account exceeds its credit limit. You agree to make all payments by check or other negotiable instrument drawn on a U.S. branch of a financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars.

All payments submitted by mail, except disputed payments, must be mailed or delivered to us at the Payment Address. Any payments received after 5:00 p.m. Eastern Time on any Business Day will be credited on the next Business Day. Credit to your Account may be delayed for up to 5 days if the payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. branch of a financial institution located in the U.S. or by money order, or (c) not accompanied by the top portion of your Account Statement. Delayed crediting may cause you to incur additional fees and finance charges. (You understand that payments submitted by mail may not be made, and may not be deemed received by us, at any location other than the Payment Address.) All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

Although we may post payments as of the date we receive them, your Revolving Credit Line may not be restored for up to 7 days after we receive your payment. If the Minimum Amount Due is to be automatically deducted from your checking or savings account with us, you agree to have on deposit in that account on the Payment Due Date available funds equal to the Minimum Amount Due.

Payments on your Account that exceed the Minimum Amount Due will be allocated first to the Account balance with the highest APR, and then to each consecutive Account balance bearing the next highest APR, at the time payment is posted to your Account. Payments on your Account that do not exceed the Minimum Amount Due will be applied in the following order: finance charges, fees, any applicable installment balance minimum amount due that is calculated separately from the Minimum Amount Due, the Account balance with the lowest APR, then to each consecutive Account balance bearing the next lowest APR at the time payment is posted to your Account.

We may, in our sole discretion, offer you the ability to make your payments on an expedited basis. When you authorize us to process an expedited payment to your Account, we may charge you a fee. The amount of the fee will be disclosed to you at the time of the payment. We are not responsible if your financial institution dishonors an expedited payment for any reason, and we will retain the fee in those circumstances.

9. Prepayment. You may pay without penalty any portion of the entire New Balance or more than your Minimum Amount 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 FINANCE CHARGES

10. Monthly Periodic Rate. We determine the Monthly Periodic Rate by dividing the applicable APR by 12.

11. Minimum Finance Charge. If you incur finance charges in any Billing Cycle that total less than \$1.00, the **finance charge** that will be charged to your Account is **\$1.00**.

12. APR.

(a) *Purchases and Cash Advances.*

APR for Purchases and Cash Advances. Documents accompanying your Card, which are incorporated by reference into this Agreement, disclose the APR for Purchases and Cash Advances in effect when your Account is opened.

Variable APR for Purchases. If the APR for Purchases is a variable rate based on the *WSJ* Prime Rate plus a margin, we will calculate the rate monthly by adding the applicable margin for those Transactions to the *WSJ* Prime Rate. (A "margin" is the percentage we add to the *WSJ* Prime Rate to calculate the APR.) This APR may vary (increase and decrease), but will not exceed **24.99%** (corresponding Monthly Periodic Rate of 2.0825%). Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Monthly Periodic Rate and the APR, and as a result, the finance charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal. We determine the *WSJ* Prime Rate two days prior to the closing date of your Billing Cycle. Changes to the Monthly Periodic Rate and corresponding APR for Purchases will be applied to your existing Account balance and to subsequent Transactions effective as of the first day of the Billing Cycle in which we determine the interest rate. If *The Wall Street Journal* does not publish the prime rate, or if it changes the definition of prime rate, we may, at our sole discretion, substitute another index.

(b) *Changes to Rates.* Subject to Applicable Law, we may change the Monthly Periodic Rate and corresponding APR for Purchases and Cash Advances if you are in default of this Agreement, or if we, in our sole discretion and from time to time, decide to take such action. (Please see the sections of this Agreement entitled "Penalty APR for Payments Late by 60 Days or More," "Penalty APR for Other Default," "Changes to this Agreement" and "Default.")

(c) *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 to encourage 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 of time 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 of time 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 Amount Due after its Payment Due Date; or (ii) (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, (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (C) a Convenience Check used to access your Account is not honored for any reason, we may adjust the APR to the APR then in effect or the penalty APR, as applicable.

(d) *Penalty APR for Payments Late by 60 Days or More.* Subject to Applicable Law, we reserve the right to increase the APR to **24.99%** (corresponding Monthly Periodic Rate of 2.0825%) on all new and outstanding Account balances each time we do not receive at least the Minimum Amount Due within 60 days of its Payment Due Date, including when we do not receive the Minimum Amount Due because a check, similar instrument or electronic payment order that we receive as payment on your Account has been returned to us unpaid for any reason, or we must return a check or other instrument because it is not signed or is otherwise incomplete. Once you become subject to this penalty APR, we may change your APR for outstanding balances back to the respective APRs in effect for your Account (not including any promotional APR), but only if you bring your Account current and then, for six (6) consecutive Billing Cycles, you pay at least the Minimum Amount Due by the Payment Due Date. Any other variable or fixed APR that would otherwise apply to new and outstanding Account balances will change to this penalty APR.

(e) *Penalty APR for Other Default.* Subject to Applicable Law, we reserve the right to increase the APR to **24.99%** (corresponding Monthly Periodic Rate of 2.0825%) on all new Transactions on your Account that occur more than 14 days after we send you notice of the increased APR each time (i) we receive a Minimum Amount Due after its Payment Due Date but before 60 days after its Payment Due Date; or (ii) (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, (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (C) a Convenience Check used to access your Account is not honored for any reason. Once you become subject to this penalty APR, we may change your APR back to the respective APRs in effect for your Account (not including any promotional APR), but only if you bring your Account current, and then for six (6) consecutive Billing Cycles, you pay at least the Minimum Amount Due by the Payment Due Date. Any other variable or fixed APR that would otherwise apply to new Account balances will change to this penalty APR.

13. Balance Subject to Finance Charge and Finance Charges.

(a) *Balance Subject to Finance Charge.* We will treat all fees (including Credit Insurance/Debt Protection Plan fees but excluding Cash Advance fees) as Purchases for the purpose of

computing the average daily balance for Purchases. We will treat Cash Advance fees as Cash Advances for the purpose of computing the average daily balance for Cash Advances. We calculate the balances of Purchases that are subject to a finance charge separately, based on the average daily balance of those Purchases in the Current Billing Cycle. We calculate the balance of Cash Advances that is subject to a finance charge separately, based on the average daily balance of those Cash Advances in the Current Billing Cycle. To determine the average daily balance for each type of Transaction (that is, Purchases and Cash Advances) during the Current Billing Cycle, we take the beginning balance of each type of Transaction each day, add any new Transactions of that type, and subtract any payments or credits applied to that type of Transaction that day. This gives us the daily balance for that type of Transaction. The daily balance for each type of Transaction is considered to be \$0 for any day on which those portions of your Account have a credit balance. Then, we add all of the daily balances for the Current Billing Cycle and divide the total by the number of days in the Current Billing Cycle. This gives us an average daily balance of each type of Transaction for your Current Billing Cycle.

(b) *Finance Charges.* No finance charges (other than International Transaction Fees) will be imposed on Purchases if you pay in full the New Balance shown on the Account Statement for your Current Billing Cycle by the Payment Due Date. If you have not done so, a finance charge will accrue from the transaction date on Purchases at the applicable APR for Purchases until the date payment in full is posted to your Account.

A finance charge will be imposed on Cash Advances from the Transaction date and included in the average daily balance of Cash Advances at the applicable APR for 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 a finance charge on Cash Advances.

The total finance charge for a Billing Cycle is the sum of the finance charges for Purchases and Cash Advances. To compute the periodic rate portion of finance 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 Monthly Periodic Rates for that cycle. Fees for Cash Advances and International Transactions, if any, are added to and included in the total finance charges for your Current Billing Cycle.

14. Fees.

Balance Transfer Fee. Unless your offer indicates otherwise, we will assess a **finance charge** in the form of a balance transfer fee equal to the greater of **\$5.00** or **4%** of the total dollar amount of the balance you are transferring from another account to your Account.

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 also will be disclosed in the document that accompanies your Card. This fee is assessed for the use of the Account and associated services, and will be identified as a fee on your Account Statement in the first Billing Cycle after you open your Account and annually thereafter.

Cash Advance Fee. We will assess a **finance charge** in the form of a Cash Advance fee equal to the greater of **\$5** or **4%** of the total dollar amount advanced for each Cash Advance on your Account.

Late Payment Fee. If we do not receive the Minimum Amount Due by the Payment Due Date (within thirty days from the Payment Due Date if your Card is a VISA Signature Preferred Banking Credit Card opened before 2/14/2011), there is a late payment fee of \$25. Any subsequent late fees will be \$35 until you make your required Minimum Amount Due by the Payment Due Date for six consecutive Billing Cycles. In any event, the late payment fee will not be greater than your Minimum Amount Due for the Billing Cycle for which your payment was late.

International Transaction Fee. There is a **finance charge** in the form of a transaction fee equal to **3%** of the U.S. dollar amount of each Foreign Transaction. This fee will be in addition to any other applicable transaction fees.

Expedited Card Delivery Fee. There is a delivery fee of \$30 per Account if delivery of your Card is expedited.

Replacement Card Fee. We will assess a replacement card fee of \$10 if we replace your Card at your request.

Convenience Check Fee. Unless your offer indicates otherwise, we will assess a **finance charge** in the form of a convenience check fee equal to the greater of **\$5** or **4%** of the total dollar amount of each convenience check used.

We may institute a standard charge or charges for the issuance, reissuance or use of the Card or for the reinstatement of any Card or Account privileges which have been suspended, as well as an annual fee and per item fee for each Transaction, and you agree to pay us such charges and fees.

15. Foreign Currency Transactions. If a Transaction is made in a foreign currency, we and Visa will convert the Transaction into a U.S. dollar amount. Visa 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.

16. Billing Errors. A statement of your right to dispute billing errors appears below.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

What To Do If You Find a Mistake on Your Statement. If you think there is an error on your statement, write to us at: Fifth Third Bank, MD 1MOC2G, 38 Fountain Square Plaza, Cincinnati, Ohio 45263.

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 or not there has been an error:

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

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

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50 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 of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (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 of the criteria above are met and you are still dissatisfied with the Purchase, contact us *in writing* at: Fifth Third Bank, MD 1MOC2G, 38 Fountain Square Plaza, Cincinnati, Ohio 45263.

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.

GENERAL PROVISIONS

17. Accepting this Agreement. This Agreement will be effective on either the date you sign or otherwise submit an application for the Account that we approve or 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, signing an Account application or other Account document or otherwise accepting the Account or the Card, you accept the terms and conditions of this Agreement.

18. 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, finance 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.

19. 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

20. 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.

21. 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 1-800-972-3030, or writing to us at Fifth Third Bank, MD 1MOC2G, 38 Fountain Square Plaza, Cincinnati, Ohio 45263. 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. A Card also may be retained when you try to use it when certain other events occur.

22. 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 Amount 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 are in default of any other credit agreement you have with us or any of our affiliates, or (j) 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.

23. 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 Total Amount of Extended Credit 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. We also may charge you court costs and reasonable attorneys' fees that we actually incur, as permitted by Applicable Law, if your Account is sent for collection to an attorney who is not our salaried employee. 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, finance charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued finance 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.

24. 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. In the course of 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, deem your Account to be in default.

25. Telephone Monitoring and Recording. You acknowledge that your telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Transaction, your Account or other service contemplated by this Agreement. We will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by Applicable Law.

26. Arbitration. You and we each agree that any Claim will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. Any Claim will be resolved upon the election of arbitration by you or us pursuant to this provision and the AAA 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, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE AAA RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

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

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA, 9 U. S. C. §§ 1 et seq., as amended. 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, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives.

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

27. 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 finance charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to finance charge, changing your Total Amount of Extended Credit, changing the date upon which finance charges begin to accrue, changing the Minimum Amount 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 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.

28. Waiver of Rights. Except as may be prohibited by Applicable Law, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

29. Change of Address. 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 any and all Account communications, including the Account Statement, may be sent to you.

30. 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.

31. 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.

32. 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.

33. Governing Law. This Agreement is entered into between you and us in the State of Ohio, and 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, the laws of the State of Ohio, without regard to Ohio's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement also are governed by Ohio law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of Ohio.

34. Entire Agreement. You acknowledge that this Agreement, as amended from time to time, and the documents accompanying your Card that apply to your Account, which are incorporated by reference into this Agreement, 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.

35. Questions. If you have any questions about this Agreement or your Card, please contact us at 1-800-972-3030.

36. 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.

READY RESERVE AND EFT SERVICES

37. Ready Reserve. If you have applied and been approved for the Ready Reserve feature of your Account, you can authorize automatic transfers from your Account into any checking account you maintain with us in order to cover an overdraft on such account and any applicable service charge. If you overdraw your checking account with us on any day, we may charge your Account for a Cash Advance in an amount equal to the overdrawn amount or \$50, whichever is greater, in order to eliminate the overdraft, together with any applicable finance charges and service charges. If you have applied and been approved for Ready Reserve, you may use your Card as an ATM card by entering your PIN.

38. Use of Card for EFT Services. If you use your Card as an ATM card, the following additional terms and conditions apply to your use of your Card to access your Bank Account for the EFT services we make available (for example, (a) use of the Jeanie[®], Pulse[®], Plus System[®], Visa, Cirrus[®], or other electronic banking terminals or systems; (b) use of our telephone bill payment service; (c) use of Fifth Third Bank Telephone Banking to transfer money; (d) use of Fifth Third Internet Banking and Bill Payment to transfer money or pay bills; (e) electronic direct deposits of government payments such as Social Security and payroll payments; (f) preauthorized bill payments; and (g) electronic check conversion) and are provided to you in accordance with the requirements of federal law.

39. ATM Transaction Charges. Your checking, savings, credit card or line of credit account with us may be subject to charges when using an ATM that does not display both our logo and the Jeanie logo. Details about these charges are disclosed elsewhere in this Agreement and in our "Checking Brochure" and "Savings Brochure." Also, if you use an ATM that does not display both our logo and the Jeanie logo, you may be charged a fee by the ATM owner or operator, as well as by any network used (and you may be charged a fee for a balance inquiry even if you do not complete an EFT).

40. Types of EFTs. If you use your Card and your PIN, you may:

- (a) withdraw cash from your Bank Account;
- (b) obtain a Cash Advance;
- (c) make deposits to your Bank Account (Note: Money Station ATMs will not accept deposits

greater than \$10,000. We reserve the right to reject deposits in excess of \$10,000 at any ATM displaying the Jeanie logo);

- (d) transfer funds between your checking, savings, Visa or line of credit accounts;
- (e) pay bills directly from your Bank Account to parties that have been identified and have agreed to accept your payments, provided that your Bank Account is a checking account and the payment is made in accordance with our procedures; and
- (f) pay for purchases from your Bank Account at places that have agreed to accept your Card, provided that your Bank Account is a checking account.

If you use your Card and your PIN to pay for a Purchase from a merchant or to withdraw cash from an ATM, you authorize us to debit your Bank Account for the total amount of the Transaction as shown on any sales draft or withdrawal order originated by use of your Card, regardless of whether you signed it. We will handle such sales drafts or withdrawal orders in the same way we handle checks and other items drawn on your Bank Account, with the exception that you will have no right to stop payment. Some of these services may not be available at all terminals, may be limited by third parties and are subject to the limitations described in this Agreement and other rules, regulations and agreements that apply to your Bank Account or your Account. You may perform other transfers as we expand the types of available transfers in the future. We will notify you as to the nature and frequency of those transfers.

41. Limitations on Types and Frequency of Electronic Banking Transfers.

Electronic banking services, including Card Transactions, and payments are subject to the following limitations in this section and elsewhere in this Agreement:

- (a) Due to certain state banking laws currently in effect, you may not be able to make deposits at all Jeanie or Money Station locations.
- (b) The immediate use of deposited funds is restricted by our rules, regulations and agreements governing Bank Accounts.
- (c) Cash withdrawals from Jeanie, Money Station or other ATM terminals may be made only from individual or joint personal Bank Accounts and not from any other accounts.
- (d) You are not permitted to make bill payments or transfers or pay for Purchases from any Bank Account that is a savings account using a Jeanie or Money Station terminal, Fifth Third Internet Banking and Bill Payment or Fifth Third Bank Telephone Banking, except as provided in subparagraph (e) below.
- (e) Fifth Third savings accounts allow up to six of the following transfers or withdrawals on the account per month: pre-authorized or automatic transfers/withdrawals, or transfers/withdrawals made by check, debit card, or similar order payable to a third party. Examples of preauthorized or automatic transfers include automatic transfers from savings to checking to cover an overdraft or a transfer of funds or bill payment from your savings account using Fifth Third Internet Banking and Bill Payment, Fifth Third Bank Telephone Banking, or any money management payment from your savings account. You may, however, make as many payments as you wish from your Fifth Third savings account to your installment, mortgage or credit card accounts with us.
- (f) You may not use your Card at a POS terminal.
- (g) For security reasons, there are limits on the amount of cash withdrawals from your Bank Account that may be made from Jeanie, Money Station or other electronic banking terminals or systems.
- (h) There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.
- (i) You may place a stop payment order on a preauthorized EFT from your Account by notifying us orally or in writing at least three (3) Business Days before the scheduled date of the transfer. Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized transfers to the person or company that you were going to pay until we receive a new written authorization from you.
- (j) No deposits or withdrawals may be made to or from a dormant Bank Account through Jeanie, Money Station or other electronic banking terminal or system.
- (k) We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals or transfers, that may be made from your Bank Account using the Card, even if you have sufficient available funds in your Bank Account, and to terminate or suspend the operation of any or all EFT devices, including your Card, without notice, unless required by Applicable Law.
- (l) For security reasons, there may be other limits on the number and amount of transactions you can make using the Jeanie system.

42. Error Resolution Process. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, telephone us at 1-800-972-3030 or write us at Fifth Third Bank, MD 1MOC2G, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

- (a) Tell us your name and Bank Account number (if any).
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days following the date you notified us, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your Bank Account within ten (10) Business Days following the date you notified us for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally recredit your Bank Account.

For errors involving new Bank Accounts, POS or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Bank Accounts, we may take up to twenty (20) Business Days to credit your Bank Account for the amount that you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

43. Fees. You agree that we may charge and deduct from your Bank Account (or any other account that you maintain with us primarily for personal, family or household purposes, as necessary) any charges associated with or incurred in connection with the use of your Card.

44. Disclosure of Bank Account Information to Third Parties. We take our responsibility to protect the confidentiality of your financial information very seriously. It is our policy never to share information about you, your Bank Account or the transfers made using your Card with third parties, including marketing companies, except in the situations noted below. Specifically, we will disclose such information:

- (a) where it is necessary for completing transfers;
- (b) in order to verify the existence and condition of your Bank Account for a third party, such as a credit bureau or a merchant;
- (c) in order to comply with government agency or court orders, such as a lawful subpoena;
- (d) if you give us your written permission;
- (e) in the investigation or prosecution of alleged fraudulent activity concerning your Bank Account; or
- (f) as otherwise provided in the Fifth Third privacy policy.

You authorize the disclosure to any merchant or other payee of the information relating to your accounts as is reasonably necessary to perform our electronic banking services.

45. Documentation of Terminal Transfers. For transactions of more than \$15, you can get a receipt at the time you make any transfer to or from your Bank Accounts using a Jeanie machine, Money Station, Plus System, VISA or any other electronic banking terminal, unless, for some reason, the machine or terminal is not working properly.

46. Your Liability. Tell us AT ONCE if you believe your Card or PIN, or both, have been lost, stolen or used (or may be used) or that a transfer has been or may be made with your Card or PIN without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Bank Account if you have a checking account with the overdraft protection feature. If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) Business Days, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

47. Business Days. For purposes of the section of this Agreement entitled Ready Reserve and EFT Services, our Business Days are Monday through Friday. Holidays are not included.

48. Contacts in the Event of Unauthorized Card Transfers. If you believe that your Card or PIN, or both, has been lost or stolen or that someone has authorized or may authorize a transfer from your Bank Account without your permission, you can call us at 1-800-782-0279.

49. Authorized Use. You agree that, if you authorize another person to use your Account, Bank Account, Card or PIN in any manner, your authorization will be deemed to include the authority to perform electronic banking services of any kind using your Account, Bank Account, Card or PIN and to incur related fees and charges, even if that person exceeds your authorization. Your authorization will be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person.

50. Service. If you use the Card for Fifth Third Bank Telephone Banking or other telephone banking or Fifth Third Internet Banking and Bill Payment, and we approve such use of the Card, we will transfer money in your Bank Accounts with us or accounts over which you have the authority to withdraw or transfer funds to the accounts of designated merchants. Such transfer will be made upon your instructions by use of a telephone, or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) Business Days) for a merchant to receive the payment. We will not be responsible for any delays caused by mail service or others. In no case will we be liable for any interest or late payment charges assessed by a merchant or termination of service caused by a delay in a merchant's receipt of the payment. You agree to notify us of any change in your address or account with a merchant, including change of account number.

51. Card Cancellation, Revocation or Limitation. Your Card may be cancelled, revoked or limited in its use at any time by us or our agent.

Fifth Third Bank, Member FDIC.

FACTS**WHAT DOES FIFTH THIRD DO WITH YOUR PERSONAL INFORMATION?**

WHY? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

WHAT? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, name, address, email address, income, and assets
- Payment history and account balances
- Credit history and creditworthiness

HOW? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fifth Third chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIFTH THIRD SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

TO LIMIT OUR SHARING

- Call 1-800-889-5269—our menu will prompt you through your choice(s); or
- Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, OH 45263-4444. Requests must include your name, address, telephone number, and Social Security number (or taxpayer identification number). Incomplete information will delay or possibly prevent our ability to honor your request; or
- Visit any Fifth Third Banking Center.

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

QUESTIONS? Call 1-800-889-5269 or go to www.53.com.

WHO WE ARE

Who is providing this notice? Fifth Third Bank and its affiliates (please see next page for List of Affiliates).

WHAT WE DO

How does Fifth Third protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Fifth Third collect my personal information? We collect your personal information, for example, when you:

- Open an account or apply for a loan
- Pay your bills or make a deposit
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more information on state laws.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

DEFINITIONS

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with a Fifth Third name; financial companies such as an insurance agency or a leasing company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Fifth Third does not share information with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include but may not be limited to insurance companies and credit card companies.

OTHER IMPORTANT INFORMATION

Nevada law requires that we provide you with the following contact information:

Fifth Third, Customer Service Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone: (702) 486-3132, Email: BCFINFO@ag.state.nv.us
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CA, ND and VT residents: Accounts with mailing addresses in these states will be treated as if they have selected for us to not share your credit and personal financial information with other Fifth Third companies.

CUSTOMER IDENTIFICATION PROGRAM

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Customers

When you open an account, you will be asked for your name, address, Social Security or tax identification number, date of birth (if applicable), and other information that will allow Fifth Third to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third.

LIST OF AFFILIATES

Fifth Third Bank, an Ohio Banking Corporation	Fifth Third Equipment Finance Company	Fifth Third Holdings, LLC
Fifth Third Insurance Agency, Inc.	Fifth Third Asset Management, Inc.	Fifth Third Mortgage—MI, LLC
Fifth Third Mortgage Company	Vantiv	Fifth Third Auto Leasing Trust
Fifth Third Securities, Inc. Member FINRA/SIPC	SLK Global/BPO Services Pvt. Ltd.	Vista Settlement Services, LLC

Fifth Third Bank, Member FDIC.

Important Information About Credit Reporting

We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a wholly owned subsidiary of Fifth Third Bank and a registered broker-dealer. Securities and investments offered through Fifth Third Securities, Inc. and insurance products:

Are Not FDIC Insured	Offer No Bank Guarantee	May Lose Value
Are Not Insured By Any Federal Government Agency	Are Not A Deposit	

Insurance products made available through Fifth Third Insurance Agency, Inc.

Preferred Banking Visa Signature Credit Card Fees and Credit Disclosures

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases:	0% introductory APR for the first 12 Billing Cycles. After that, your APR will be 12.99% to 23.99% , based on your credit worthiness. This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
APR for Balance Transfers:	0% introductory APR for the first 12 Billing Cycles. After that, your APR will be the standard APR for Purchases and will be 12.99% to 23.99% , based on your credit worthiness. This APR will vary with the market based on the <i>WSJ</i> Prime Rate.
APR for Cash Advances	24.99%
Penalty APR and When it Applies	24.99% This APR may be applied to your Account if you: 1) Make a late payment; 2) Make a payment that is returned; 3) Use a Convenience Check that is not honored. How Long Will the Penalty APR Apply? If your APRs are increased because you are 60 days late, the Penalty APR will apply until you make six consecutive minimum payments when due. If your APRs are increased for other reasons listed above, the Penalty APR will apply for an indefinite period of time.
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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

FEES

Annual Fees	
• Annual Fee	None
Transaction Fees	
• Balance Transfer	Either \$5 or 4% of the amount of each transfer, whichever is greater.
• Cash Advance	Either \$5 or 4% of the amount of each Cash Advance, whichever is greater.
• International Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to \$35

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Loss of Introductory APR: We may end your introductory APR for Purchases and Balance Transfers and apply the APR in effect or the Penalty APR if you make a late payment, make a payment that is returned or use a Convenience Check that is not honored.

The introductory APR for Purchases and Balance Transfers is 0% for the first 12 billing cycles. Thereafter, the APR for Purchases and Balance Transfers is 12.99% to 23.99%, depending on your credit worthiness. The APR for Cash Advances and Penalty is 24.99%.

The **Monthly Periodic Rate** for introductory Purchases and Balance Transfers is 0.0000%. The Monthly Periodic Rate for Purchases and Balance Transfers after the introductory period has ended will be 1.0825% to 1.9992%, depending on your credit worthiness. The Monthly Periodic Rate for Cash Advances and Penalty is 2.0825%.

The **margin** added to the *WSJ* Prime Rate for the APR for Purchases and Balance Transfers is 9.74% to 20.74% depending on your credit worthiness. Your margins are the portions of your interest rates added to the Index value (*WSJ* Prime Rate) used to determine your APRs.

Information contained in this Fifth Third Bank Disclosure is accurate as of 10/31/2012 and is subject to change thereafter.

The **WSJ Prime Rate** means the prime rate published in the “Money Rates” section of the online version of *The Wall Street Journal*. We determine the *WSJ* Prime Rate two days prior to the closing date of your Billing Cycle. Changes to the Monthly Periodic Rate and corresponding APR for Purchases will be applied to your existing Account balance and to subsequent transactions effective the first day of the Billing Cycle in which we determine the interest rate. Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Monthly Periodic Rate and the APR, and as a result, the finance charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

Explanation of Balance Subject to Interest Charges: We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”