# FIFTH THIRD BANK CARD AGREEMENT for Fifth Third Private Bank Card

**F03-S925-2 -0825**

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, National Association and its successors and assigns.

**DEFINITIONS**

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

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

**Agreement:** This Fifth Third Bank Card Agreement for Fifth Third Private Bank Card.

**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.

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

**ATM:** Automated teller machine.

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

**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 Federal Reserve Bank holidays.

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

**Cash Advance:** A transaction in which you (a) use your Card to get cash from an ATM; (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 Overdraft Protection, (d) use your Card or your Account number to make a person-to-person transfer conducted through the Internet or otherwise; or (e) quasi-cash transactions.

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

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

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

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

**EFT:** Electronic funds transfer.

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

**International Transaction Fee:** A fee imposed for each Transaction outside of the U.S. or in a foreign currency.

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

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

**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.

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

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

**Ready Reserve Overdraft Protection:** 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.

## 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 Overdraft Protection.

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, lottery tickets, money orders, wire transfer services, travelers cheques or foreign currency, may not be permitted with your Card. In the event it is permitted, it will be treated as a Cash Advance. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We reserve the right to decline any such transaction without notice.

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 Overdraft Protection 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.

### 4. Unauthorized Use.

You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or a Card without your permission. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should contact us immediately at 877-833-6197.

### 5. 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**

**6. Periodic Account Statements.**
Except as otherwise stated in this Agreement, we will provide 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 provide your Account Statement for each Billing Cycle at the end of which your Account has a debit or credit balance in excess of $1.00 or on which an interest charge has been imposed. Generally, you will receive 12 Account Statements each year your Account is open. We will not provide 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.

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

**7. Minimum Payment Due.**
Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Payment Due shown on your Account Statement on a monthly basis, which will be the greater of (a) 2% of the New Balance, (b) 0.5% of the New Balance plus total billed interest charges and any fees, or (c) $35.00. Any New Balance less than $35.00 is payable in full. The Minimum Payment Due shown on your Account Statement will also include any amount past due and any amount by which your Account exceeds its credit limit.

Although we may post payments as of the date we receive them, your Revolving Credit Line may not be restored for up to 7 days after we receive your payment. If the Minimum Payment 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 Payment Due.

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

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

**8. Prepayment.**
You may pay without penalty any portion of the entire New Balance or more than your Minimum Payment Due before the Payment Due Date. You understand that by making a prepayment, the total amount you owe us will be reduced but that you must pay the Minimum Payment Due in successive Billing Cycles as reflected in your Account Statement.

**DETERMINATION OF INTEREST CHARGES**

**9. Daily Periodic Rate.**
We determine the Periodic Rate by dividing the applicable APR by 365 (366 if a leap year).

**10. Minimum Interest Charge.**
If you are charged interest, the charge will be no less than $1.50.

**11. Annual Percentage Rate (APR).**
*(a) APR for Purchases, Balance Transfers and Cash Advances.*

**APR for Purchases and Balance Transfers.** Documents accompanying your Card, which are incorporated by reference into this Agreement, disclose the APR for Purchases and Balance Transfers in effect when your Account is opened.
**Variable APR for Purchases and Balance Transfers.** If the APR for Purchases and Balance Transfers is a variable rate based on the Prime Rate plus a margin, we will calculate the rate daily by adding the applicable margin for those Transactions to the Prime Rate. (A "margin" is the percentage we add to the Prime Rate to calculate the APR.) This **APR** may vary (increase and decrease), but will not exceed **29.99%** (corresponding Daily Periodic Rate of 0.08216%). Any increase or decrease in the Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the interest charge and the Minimum Payment Due will change and may result in a smaller part of your payment being applied to reduce principal. We determine the Prime Rate two business days prior to the closing date of your Billing Cycle. Changes to the Daily Periodic Rate and corresponding APR for Purchases and Balance Transfers 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 (WSJ)* does not publish the prime rate, or if it changes the definition of Prime Rate, we may, at our sole discretion, substitute another index.
**APR for Cash Advances.** The **APR** for Cash Advances will be **24.99%** (corresponding Daily Periodic Rate of 0.06846%).
*(b) Changes to Rates.* Subject to Applicable Law, we may change the Daily Periodic Rate and corresponding APR for Purchases, Balance Transfers and Cash Advances if you are in default of this Agreement, or if we, in our sole discretion and from time to time, decide to take such action.

*(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.

**12. Balance Subject to Interest Charge and Interest Charges.**

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

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

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

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

*(b) Interest Charges.* No interest 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. Current purchases are purchases that first appear within the New Balance on your most current billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full by your Payment Due Date each month. Interest accrued on any portion of the New Balance not paid in full by your current Payment Due Date will be billed in your next billing cycle.

An interest charge will be imposed on Balance Transfers and Cash Advances from the Transaction date and included in the average daily balance of Balance Transfers and Cash Advances at the applicable APR for Balance Transfers and Cash Advances until the date payment in full is posted to your Account. There is no grace period or time period within which to pay and avoid an interest charge on Balance Transfers and Cash Advances.

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

**13. Fees.**

**Annual Fee.** None.

**Balance Transfer Fee.** Unless your offer indicates otherwise, we will assess an interest 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.

**Cash Advance Fee.** We will assess an interest charge in the form of a Cash Advance fee equal to the greater of $10 or 5% of the total dollar amount advanced for each Cash Advance on your Account.

**Late Payment Fee.** If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a late fee. The fee is $30, unless you incurred a late fee during any of the prior six billing cycles. If you did, the fee is $41. This fee will not exceed the amount permitted by law.

**International Transaction Fee.** None.

**Expedited Card Delivery Fee.** None.

**Convenience Check Fee.** Unless your offer indicates otherwise, we will assess an interest 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.

**14. Foreign Currency Transactions.**

If a Transaction is made in a foreign currency, we and Mastercard will convert the Transaction into a U.S. dollar amount. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, its regulations and procedures provide that the currency conversion rate used is either: (1) a wholesale market rate, or (2)

a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

## GENERAL PROVISIONS

### 15. 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.

### 16. Promise to Pay.

By using your Card or your Account, you promise to pay us for all Transactions made on your Account, as well as any fees, interest charges or other charges. If this is a joint Account, each of you, together and individually, is responsible for all amounts owed, even if only one of you uses the Account.

### 17. 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

### 18. 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.

### 19. 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 866-488-0017, or writing to us at Fifth Third Bank, MD: 1MOC2G, 5050 Kingsley Drive, Cincinnati, Ohio 45227. 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.

### 20. Default.

Subject to Applicable Law, your Account will be in default under this Agreement if any one of the following occurs: (a) you become generally unable to pay your debts, (b) you die or are declared legally incompetent, (c) you use a check or instrument for payment that is dishonored, (d) you fail to pay the Minimum Payment Due on or before your Payment Due Date, (e) any other creditor tries by legal process to take money of yours in our possession, (f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (g) you provide us with any false or misleading information, (h) you breach any of your other obligations under this Agreement, (i) you 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.

### 21. 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, interest charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued interest charges, is paid in full. You agree that, subject to Applicable Law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

**22. Re-evaluation 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, (i) increase your credit line; (ii) decrease your credit line; or (iii) deem your Account to be in default.

**COMMUNICATIONS WITH US.**

**23. Contact Us.**
Unless we tell you otherwise, you can notify us at Fifth Third Bank, Customer Service, MD: 1MOC2G, 5050 Kingsley Drive, Cincinnati, OH 45227, or call us at 866-488-0017. When writing, please include your name, address, home telephone number and Account number.

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

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

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

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

**ARBITRATION AND JURY TRIAL WAIVER**

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

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

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

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

IF ARBITRATION IS CHOSEN WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE AAA RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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

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

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

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

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

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

**29. 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).

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. Questions.**
If you have any questions about this Agreement or your Card, please contact us at 866-488-0017.

**37. 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 OVERDRAFT PROTECTION, ELECTRONIC FUND TRANSFER AND ELECTRONIC BANKING SERVICES**

**38. Ready Reserve Overdraft Protection.**
You may set up this Account to cover overdrafts on your checking account. If you do, then the terms of this Agreement and the *Deposit Account Rules & Regulations* will apply. For purposes of this Agreement, Ready Reserve Overdraft Protection transactions will be treated as Cash Advances, subject to the Cash Advance APR. If you enroll in Ready Reserve Overdraft Protection, you may use your credit card to withdraw from your checking account at an ATM by entering your PIN and selecting withdraw from checking when prompted.

**39. Use of Card for Electronic Fund Transfer (EFT) and Electronic Banking Services.**
If you use your Card as an ATM card, the terms of this Agreement and your checking account agreement titled, *Deposit Account Rules & Regulations*, will apply.

**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

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

*What To Do If You Find a Mistake on Your Statement.* If you think there is an error on your statement, write to us at:

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

You may also contact us at 866-488-0017.

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 or by calling us. You may still be required to pay the amount(s) in question if the Bank determines the transaction is not an error. If you believe fraud has occurred on your account, please call as soon as possible at 866-488-0017.

*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 provide 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, Attn: Disputes Resolution Department, MD: 1MOCBX, 5050 Kingsley Drive, Cincinnati, Ohio 45227.

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

Fifth Third Bank, National Association. Member FDIC.

# Fifth Third Private Bank Card Fees and Credit Disclosures

| Interest Rates and Interest Charges | |
|---|---|
| **Annual Percentage Rate (APR) for Purchases and Balance Transfers** | **12.99%**. This APR will vary with the market based on the Prime Rate. |
| **APR for Cash Advances** | **24.99%** |
| **How to Avoid Paying Interest on Purchases** | Your due date is at least 23 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 balance transfers, cash advances, and convenience check transactions on the transaction date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.50. |
| **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 Fees** | |
| • Annual Fee | **None** |
| **Transaction Fees** | |
| • Balance Transfer | Either **$5** or **4%** of the amount of each transfer, whichever is greater. |
| • Cash Advance | Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater. |
| • Convenience Check | Either **$5** or **4%** of the amount of each check, whichever is greater. |
| • International Transaction | **None** |
| **Penalty Fees** | |
| • Late Payment | Up to **$41**. |

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

**Prime Rate:** Variable APRs are based on the 7.00% Prime Rate.

**Variable APRs for Purchases and Balance Transfers:** The Purchase and Balance Transfer APR is calculated using the Prime Rate ("Prime") plus a margin (percentage we add to Prime) of 5.99%

**Variable Based on Prime:** The Prime Rate means the Prime Rate published in the "Money Rates" section of the online version of The Wall Street Journal (WSJ). We determine the Prime Rate two business days prior to the closing date of your Billing Cycle. Changes to the Daily Periodic Rate and corresponding APR for Purchases and Balance Transfers 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 Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the interest charge and the Minimum Payment Due will change and may result in a smaller part of your payment being applied to reduce principal.

Information is accurate as of 10/06/2026 and may have changed after that date. To obtain more recent information, please call us at 800-972-3030