



**FIFTH THIRD BANK**

The curious bank.

## **Additional Information for Joint Card Owners**

The Access 360° Card has a reduced monthly service fee of \$4 if any joint owner of the Card also has an open Fifth Third checking account. Joint owners of the Card may be aware that the other joint owner has a checking account with us if the Card receives the \$4 monthly service fee. When you buy, use, sign, or otherwise accept the Card, you consent to share that you have a checking account with any joint owner of the Card. If you do not want a checking account considered in which only one of the Access 360° cardholders is an owner, please notify Fifth Third immediately to close your jointly held Access 360° Card. Please see the Terms and Conditions for complete details on all Access 360° fees.



## Important information for joint card owners

The Access 360° Card has a reduced monthly service fee of \$4 if any joint owner of the Card also has an open Fifth Third checking account. Joint owners of the Card may be aware that the other joint owner has a checking account with us if the Card receives the \$4 monthly service fee. When you buy, use, sign or otherwise accept the Card, you consent to share that you have a checking account with any joint owner of the Card. If you do not want a checking account considered in which only one of the Access 360° cardholders is an owner, please notify Fifth Third immediately to close your jointly held Access 360° Card. Please see the Terms and Conditions for complete details on all Access 360° fees.

# Fifth Third Bank Access 360<sup>OSM</sup> Cardholder Agreement

This Cardholder Agreement (**Agreement**) explains use of the Fifth Third Access 360° Card (**Card**) and the terms and conditions governing Card use. Any attachments, including the Privacy Policy and any amendments, are also part of this Agreement. See our website at [www.53.com/access360](http://www.53.com/access360) for the current version of this Agreement. Read this Agreement carefully and keep it for your records.

- 1. Agreement.** When you buy, use, sign, or otherwise accept the Card, you agree to the terms of the Agreement and agree that you will be responsible for your use of the Card.
- 2. Customer Service.** If you need to contact us, you may call or write us as follows:

**Customer Service Telephone Number:**  
1-866-452-8484

**Customer Service Address:**

8500 Governors Hill Drive  
Cincinnati, OH 45249-1384  
Attention: Access 360 Customer Service Manager

You may also obtain information about the Card and Card services at [www.53.com/access360](http://www.53.com/access360).

- 3. Fees.** You agree to pay the fees disclosed in this Agreement. You also agree that we may deduct these fees and any other charges from the funds on your Card.

## FEE SCHEDULE

Category	Fee
Monthly Maintenance Fee	<b>\$7</b> or <b>\$4</b> each month that you load \$500.00 or more to the Card <b>\$4</b> for our checking customers
Cash withdrawal at our ATMs and our branches	No Charge
Add funds	No Charge
Balance Inquiry	No Charge*
ATM cash withdrawal fee at non-Fifth Third ATMs	\$2*
In-person withdrawal fee at non-Fifth Third branches	\$2
International POS/ATM Transaction Fee	3% of the transaction amount
Online transaction history	No Charge
Paper transaction history	No Charge
Card replacement fee – charged if lost, stolen, or damaged	\$10 per replacement
Live Customer Service	No Charge
Expedited shipping fee	\$20
Garnishment, attachment, or levy	\$80
International ATM cash withdrawal fee	\$5
Currency Conversion Fee	.20% of the transaction amount

\*When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### 4. Terms Used in this Agreement.

**ATM** – automated teller machine.

**Business Day** – Monday through Friday, excluding federal holidays.

**Card** – Fifth Third Access 360° Card, including the temporary Card provided to you when you open a Card, the Card number, any replacement Cards and any Cards issued to a joint owner. The Card is issued by Fifth Third Bancorp pursuant to a license by MasterCard International Incorporated.<sup>1</sup>

**PIN** – personal identification number.

**POS** – point of sale.

**POS Terminal** – any POS terminal used to remove money from your Card or conduct transactions on your Card.

**We, our and us** – Fifth Third Bank, which is the issuer of the Card.

**You and your** – the person who purchased, used, or signed the Card and any joint owner of the Card. You and Your also includes any person you permit to use the Card.

#### 5. Use of Your Card. You may use the Card:

- at ATMs displaying the MasterCard®, PULSE®, CIRRUS® or JEANIE® logo to make cash withdrawals;
- to purchase goods or pay for services at merchants that accept MasterCard® debit cards (including transactions conducted over the Internet);
- to obtain cash withdrawals at a financial institution that accepts MasterCard®;
- to add funds to the Card as described in this Agreement;
- to perform balance inquiries at ATMs;
- to authorize others to load additional funds on your Card, such as payroll and Social Security payments, subject to the load limits set out in Section 6 of this Agreement; or
- to authorize others to originate recurring debits of the funds on your Card, such as debits to make utility payments.

#### 6. Loading the Card. When you obtain the Card, you must load the Card with cash. The minimum load is \$25.00; the maximum load is \$2,500. All cash must be reloaded at a Fifth Third branch. In addition, the following limits apply:

- Minimum cash reload is \$1.00.
- Maximum cash reload each 24-hour day is the lesser of \$2,500.00 or \$10,000.00 minus your current balance.
- Direct deposit reload from a third party, such as your employer, or from a bank account each 24-hour day is the lesser of \$10,000.00 or \$10,000.00 minus your current balance.

#### 7. Loads in Excess of These Limits Will Not Be Permitted. We reserve the right to accept, reject, or limit any amount loaded on your Card and to accept or reject any reload funds request in our sole discretion. We will monitor and report any suspicious activity to the appropriate authorities.

#### 8. Funds Availability. We attempt to make money loaded available for use the same Business Day, but availability may be delayed due to technology malfunctions, third-party actions, compliance with or discharge of legal or regulatory responsibilities (for example, a court order), and as permitted or required by law.

#### 9. Card Details and Restrictions. The Card is your only means of accessing the funds on the Card. You cannot link the Card to any deposit or credit account that you may have except as provided in

this Agreement, and there is no overdraft protection on your Card. We may refuse to issue a Card to anyone for any reason. Cards may not be available in all states. The Card is not available in Connecticut, Maryland, Maine, New Hampshire, New York, Rhode Island, and Vermont. The Card is not for resale and may not be transferred to another person. Because your name will not appear on the temporary Card, some merchants may be unwilling to accept the temporary Card. Notwithstanding any expiration date that may appear on the temporary Card, the temporary Card will no longer be valid for use upon the earlier of (a) 60 days after the issuance of the temporary Card or (b) your activation of the personalized Card. You must be at least 18 years of age (or the age of majority in the state where you purchase the Card if different than 18) to purchase or use the Card. You may purchase or use the Card if you are under the age of 18 if you are at least 16 years old and your parent or legal guardian is a joint owner of the Card and equally responsible for its use.

#### 10. Your PIN. You agree (a) not to provide your PIN to any person, (b) not to write your PIN on the Card or anywhere else, (c) to keep the Card in a safe place, and (d) to protect the Card and PIN from fraudulent or unauthorized use.

#### 11. Telephone and Electronic Communications. We may record and monitor any of our telephone conversations with you. If you give us your cell phone number as a contact number for your Card, you agree that we may send messages to that number by text or by calling it, including autodialed or prerecorded calls. Communication may be sent electronically, such as by email or text messages, unless the law requires otherwise. You agree to the terms and conditions of our electronic disclosures found at [www.53.com](http://www.53.com).

#### 12. FDIC Insurance. Funds on your Card are insured by the Federal Deposit Insurance Corporation, subject to its rules and regulations and applicable limits.

#### 13. Transactions. You are responsible for the use of the Card. If you give someone your Card, Card number, or PIN, you are permitting that person to use your Card, and you are responsible for their transactions until you tell us otherwise. We reserve the right to refuse a Card transaction if we believe that it may be fraudulent or for any other reason.

#### 14. Authorization Holds. When you use your Card for a transaction, a “hold” will be placed on your available Card funds in the amount of the authorized transaction until it is posted to your Card, at which time the funds will be debited from your Card. Typically, transactions made with your Card using a PIN will be posted to your account on the same date the transaction occurs. Some signature-based transactions made with your Card can take additional business days to post. In some cases, the amount of the pending transaction may not match the actual amount of the final transaction. For example, transactions with some merchants (including gas stations and restaurants) may involve an initial hold for a dollar amount that could be greater than the final debit. In addition, some transactions with some merchants (such as hotels and car rental companies) may be preauthorized in the purchase amount plus an estimated amount to cover tips or incidental expenses. We will have no liability to you in the event we decline any Card transaction because such an authorization hold is in place. We will have no liability in the event any merchant delays or fails to complete the final processing of any Card transaction.

<sup>1</sup>MasterCard is a registered trademark of MasterCard International Incorporated.

## AUTHORIZATION HOLDS / SPECIAL HANDLING SCHEDULE

Merchant Type	Amount of Authorization Hold and Special Handling
Fuel Pumps	Pay-at-pump transactions are not permitted; you must request that an attendant obtain an authorization for the specific dollar amount of the purchase.
Rental Car/Hotel/Travel/Entertainment	May require the use of a Card to guarantee reservations that will result in a hold on the available funds on the Card. Your funds may also be held for more than the purchase amount until the final purchase transaction posts to the Card.
Restaurants	May preauthorize for the amount of the bill PLUS a tip.

**15. Transaction Limits.** The Card is subject to withdrawal and transactional limits which may change from time to time. 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. In such instances, those changes will be effective immediately following the effective date stated in the notice. The maximum amount for a daily in-person withdrawal at a branch is \$2,500.00.

**16. Negative Balances.** You are not allowed to exceed the available money on your Card. If you try to use the Card for a transaction in an amount that is greater than the money available on your Card, we are not required to approve the transaction, even if in the past we may have done so. In the event that we permit a Card transaction when you do not have enough money available on the Card, you agree to pay us the amount of any negative balance immediately without further demand by us. You understand that we may deduct the amount of the negative balance from money that becomes available on your Card.

**17. Card Records.** You should get a receipt at the time you make a transaction or obtain cash using your Card.

You may request information about the funds available on your Card:

- at any ATM;
- by calling us at the customer service telephone number; or
- online at [www.53.com](http://www.53.com).

We will not mail you a periodic statement regarding your Card transactions. You may, however, obtain a history of your Card transactions at any time:

- by visiting [www.53.com](http://www.53.com), where you may view, print, or electronically save to your computer or device your transaction history; or
- by calling us at the customer service telephone number.

Because of delayed processing or posting of transactions on your Card, balance information and transaction histories you obtain may not reflect all transactions if some are in process at the time the information is provided.

**18. Joint Owners.** Any Card with joint owners is deemed a joint account with rights of survivorship. Each joint owner agrees that any amounts on the Card loaded by any joint owner, and all amounts accumulated thereon, shall be owned by them as joint tenants with right of survivorship, not as tenancy by the entirety. All joint owners agree to be jointly and severally liable to us for any Card transactions or negative balance regardless of which joint owner made the

transaction. Any joint owner may cancel the Card and withdraw all or part of the Card funds. Each joint owner intends and agrees that the account balance upon his death shall, subject to set off and our security agreement, be the property of the survivor or, if more than one survivor, the survivors shall remain as joint tenants with rights of survivorship between them. A payment to you or the survivor shall be a valid and complete discharge of our liability. However, upon receipt of notice of your death or incompetence, we may restrict or prohibit further withdrawals until we are satisfied that our obligations under law and this Agreement have been met. Payments to the survivor shall be subject to all applicable estate or inheritance laws.

**19. Recurring Transactions.** If you have authorized a third party to initiate recurring credits or debits to your Card, you must tell them when your Card is replaced, if your Card number or "good thru" date has changed, or your Card is cancelled. If we issue a replacement Card to you, you agree that we may, but are not required to, provide information related to the replacement Card to such parties to permit them to continue to initiate transactions to your replacement Card, and you authorize us to process such recurring transactions until you notify us that the third party is no longer allowed to do so and we have time to process your request.

**20. Merchant Transactions.** We are not responsible for the quality of goods, property, or services you purchase with the Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant or seller, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. No cash refunds will be made by us to you on Card purchases.

**21. Foreign Currency Transactions.** We will assess an international transaction fee equal to 3% of the U.S. dollar amount of each foreign transaction. The international transaction fee is in addition to the currency conversion fee assessed by MasterCard®. If a transaction is made in a foreign currency, MasterCard will convert the transaction into a U.S. dollar amount and assess a currency conversion fee equal to .20% of the transaction total. MasterCard will act in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, MasterCard regulations and procedures provide that the currency conversion rate 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.

**22. Prohibited Transactions.** You may not use your Card in connection with any Internet or on-line gambling transaction, even if gambling is legal in the jurisdiction where the activity took place. We are not responsible for your losses from gambling or illegal activity. You agree not to use the Card for illegal purposes. It is your responsibility to determine if your usage is legal. The display of the MasterCard logo or any other logo by any person accepting the Card does not indicate that a transaction is legal.

**23. Your Liability for Unauthorized Transactions; Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe a transfer has been made without your permission. You could lose all your money on the Card. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove 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 \$500.00.

If your Card transaction history shows a transaction that you did not make, tell us at once. If you do not tell us within the earliest of (a) 60 days after the date the FIRST written transaction history on which the transaction appeared, or (b) 90 days after the date of the Card transaction, you may not get back any money you lost after the 60 days or 90 days, as applicable, 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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**24. MasterCard Zero Liability Policy.** We will extend to you the benefits provided by the Policy in effect at the time of any unauthorized or fraudulent use of your Card. While MasterCard may change the specifics of the Policy at any time without notice, at the present time you will not be liable for the unauthorized use of the Card if all of the following conditions are met: (i) your account is in good standing; (ii) you have exercised reasonable care in safeguarding your Card from any unauthorized use (such “unauthorized use” including where you did not provide, directly, by implication or otherwise, the right to use the Card in question and received no benefit from the “unauthorized” purchase); and, (iii) you have not reported two or more unauthorized events in the 12 months preceding the unauthorized transaction in question; or, (b) if the conditions in (i) – (iii) immediately above are not met, the lesser of \$50.00 USD or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. The policy does not apply to: (x) MasterCard cards issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses as listed on [www.mastercardbusiness.com](http://www.mastercardbusiness.com); (y) if a PIN for a Card transaction is used for the unauthorized purchase; or (z) to any Card issued or sold to a person until such time as that person’s identity is registered by or on our behalf in connection with the issuance and/or use of such Card, which registration may include appropriate customer identification program requirements. If federal, state or local law imposes lesser liability than that provided by the Policy, such lesser liability shall govern. In the event the Policy is not applicable, the limitations contained in Section 23 will apply.

**25. Errors/Questions about Your Card Transactions.** Telephone us at the customer service number provided in this Agreement or write us at the customer service address provided in this Agreement as soon as you can, if you think your transaction history or a receipt is wrong, or if you desire information about a Card transaction. We need to hear from you no later than the earliest of (i) 60 days after the date the FIRST written transaction history on which the error appeared, or (ii) 90 days after the date of the Card transaction which is the subject of the problem or error. When notifying us, you must:

- Tell us your name and your Card number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- Tell us the dollar amount of the suspected error.
- Tell us the date the transaction occurred.

If you tell us orally, we may require that you send us, within 10 business days of the request, your complaint or question in writing. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need

more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within 10 business days for the amount you think is in error, so that you will have 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 10 business days, we may not credit your Card. For errors involving new Cards (open less than 30 days), POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit. If you need more information about our error-resolution procedures, call us at the customer service number provided in this Agreement.

**26. Failure to Make Transfers.** If we do not complete a transaction to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have money available on your Card to complete the transaction;
- (b) If your money is being held or frozen or is subject to legal process, court order, or other restrictions prohibiting the transfer;
- (c) If the ATM where you are making a withdrawal does not have enough cash;
- (d) If you have exceeded the limits on frequency of transfers or dollar amount of transfers;
- (e) If your Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently or in breach of the terms of this Agreement, or if the Card has been damaged;
- (f) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- (g) If making the transfer would cause us to violate any law, rule, or regulation to which we are subject;
- (h) If your Card is presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive; or
- (i) If a merchant, financial institution, or other party refuses to accept the Card.

**27. Our Disclosure of Information to Third Parties.** We will disclose information to third parties about your Card or the transactions you make:

- (a) Where it is necessary for completing transactions, or
- (b) In order to verify the existence and condition of your Card account for a third party, or
- (c) In order to comply with government agency or court orders, or
- (d) If You give us your written permission, or
- (e) Otherwise in accordance with our Privacy Policy.

**28. Right of Set Off.** Any obligation or monies due may be charged to any account in your name (including any joint owner), and you hereby grant to us a security interest in your Card and any account with us to secure any money owed to us, regardless of the amount of contribution by any of you to the Card or other such account(s). You agree that the security interest granted to us is consensual and is in addition to our common law right of set off. You also grant us the

right, on our own behalf and on behalf of our affiliates, to set off against any and all money in your Card to pay any money due or obligation owed by you. You acknowledge that the obligations secured by our security interest and set off rights granted hereby include all present and future obligations owed by you to us or any of our affiliates. You agree that we may act in accordance with instructions received from any of our affiliates regarding disposition of money on your Card or in your accounts without any further consent or action by you. We may exercise our right of set off and our security interest without recourse to other collateral, if any, and even if such action causes you to have transactions drawn returned, incur an early withdrawal penalty, or any other consequence. If we exercise our rights hereunder, we will notify you to the extent required by applicable law. Our right of set off and security interest may not apply to your Card to the extent expressly prohibited by applicable law.

**29. Card Expiration; Renewal.** Subject to applicable law, you may use the Card only through the “good thru” date on the front of the Card. If you attempt to use the Card after the “good thru” date, the transaction may not be processed. If you are in compliance with this Agreement, you have used your Card within the two months prior to the “good thru” date on the front of the Card, and there is a balance remaining on the Card at such time, we will transfer the balance to a new Card and send it to you, subject to this Agreement.

**30. Cancelling the Card.** We may cancel or suspend the Card or any feature of the Card at any time. The Card remains our property. You may cancel your Card at any time by notifying us (a) at the customer service telephone number provided in this Agreement or (b) in person at a Fifth Third Financial Center. Your cancellation of the Card and this Agreement does not affect any of our rights or your obligations under this Agreement prior to cancellation. Once the Card is cancelled, you may no longer use the Card. You must notify all third parties that initiate credits or debits to your Card that the Card has been cancelled and make other arrangements for such transactions that do not involve the use of the Card. We may, in our sole discretion, honor or reject transactions to your Card after the Card has been cancelled, and we will have no liability to you for such actions. Once your Card has been cancelled, whether by you or by us, we will arrange to transfer any remaining Card funds to you after deducting the amount of any applicable fees, charges, or transactions. If any attempt to add funds to your Card is made after the Card has been cancelled, you agree that we may accept and apply the money to any debts or obligations you owe to us, including any applicable fees, charges, and transactions under this Agreement.

**31. Inactive or Abandoned Card.** For security or other business reasons, we may consider your Card inactive or dormant after a certain period of time as determined from time to time by us (such period normally being not less than 45 days), during which time you have not used your Card for any transactions or during which you have maintained a zero or negative balance on your Card. If your Card maintains a zero or negative balance for 60 days or longer, we will cancel the Card and begin procedures to collect any funds due us. The Card and the funds loaded on your Card also may be deemed abandoned after a period of time specified by applicable law. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with applicable law.

**32. Changes to Agreement.** Subject to applicable law, we have the right to change the terms of this Agreement, Card features, or operational elements, at any time in our sole discretion. Any changes to this Agreement will be effective on the date we mail or otherwise

provide them to you or on the date we otherwise specify in a notice. If you do not agree to any change in the terms and conditions of this Agreement, you must discontinue your use of the Card and cancel the Card as set forth in Section 30. By using your Card thereafter, you agree to any changes.

**33. Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights to the Card or this Agreement. We may assign this Agreement or any of our rights thereunder, or delegate our responsibilities thereunder, to any third party or parties in our sole discretion and without notice to you, subject to applicable law.

**34. Severability; No Waiver.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

**35. Notices.** Any notice we send you will be considered effective when it is sent in the U.S. mail to the address in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with the Card, including, with respect to changes to this Agreement, any means or method described in this Agreement. You agree to notify us by either calling us or emailing us at the address on our website, [www.53.com](http://www.53.com), immediately of any changes such as your name, your residence, mailing address, or phone number. We may use any source available to us to update and validate the accuracy of your information, but we have no obligation to do so. Unless otherwise provided in this Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act.

**36. Governing Law.** The laws of the United States and the State of Ohio govern this Agreement regardless of your place of residence and all transfers are agreed to be originated within the State of Ohio. You hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement, the Card, your use of the Card, the enforceability and interpretation of this Agreement, or any claim relating to this Agreement.

**37. Items that May Affect Your Card.** If we are served with any legal process which affects the Card, we may, without liability, suspend transactions on the Card which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. Should we be served with garnishment in the name or names of any joint Card owner, you agree that our remittance of any amounts constitutes an authorized withdrawal as provided herein. We shall not be liable for any damages to you by reason thereof, provided that we acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by us and our security interest and right of

set off. You acknowledge and agree that we may collect fees associated with the processing of these orders from the Card for a period of up to six months. Fees may apply; see the fee schedule for fee information.

- 38. Customer Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you request a Card, we will ask for your name, current address, Social Security number (or other government-issued identifying numbers), date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You confirm, certify, and represent that all information you provide to us in connection with your application for and use of the Card is true and correct, and you agree to notify us in the event any of such information should change. You authorize the verification of your identity through credit bureaus or any other reasonable means.
- 39. Arbitration.** You and we each agree that all claims, disputes, or controversies, resulting from the Card and/or this Agreement and any prior agreement including, without limitation, any counterclaims, cross-claims, third-party claims, contract, tort, fraud, intentional torts, statute, common law, and in equity will be arbitrated instead of litigated in court. 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 (i) the Card governed by the Agreement or any prior agreement or any balances on the Card; (ii) advertisements, promotions, or oral or written statements related to the Card or the terms of financing; and (iii) your use of the Card. Any Claim will be resolved upon the election of you or us by arbitration pursuant to this provision and the Code of Procedure (Code) of the National Arbitration Forum (NAF) in effect at the time the Claim is filed. (If for any reason the NAF 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 NAF CODE. 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 Code, rules, and forms of the NAF may be obtained by calling 1-800-474-2371 or by visiting NAF's website at [www.arbforum.com](http://www.arbforum.com). All Claims must be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405. 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 \$500.00 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 (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 as 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 NAF, 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 the Card, 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 NAF Code and this arbitration provision, this provision will govern.

- 40. No Class Action.** If a party elects to arbitrate a claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action, is filed, any claim will be subject to an individual arbitration.
- 41. MasterCard® Extended Warranty and Purchase Assurance®.** Automatically double the original manufacturer's warranty or store-bought extended warranty of twelve (12) months or less. Plus, if something you bought with your Card is damaged or stolen within ninety (90) days of purchase, you may be eligible to receive reimbursement for the cost to repair or replace the specific item. Please see the MasterCard Guide to Benefits for more details and a complete explanation of your benefits. Card enhancements provided by MasterCard.



Access 360° is a service mark of Fifth Third Bancorp.

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp. Member FDIC. Equal Housing Lender.

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

<b>WHY?</b>	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.
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number, name, address, email address, income, and assets</li> <li>• Payment history and account balances</li> <li>• Credit history and credit worthiness</li> </ul>
<b>HOW?</b>	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?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	N/A

<b>TO LIMIT OUR SHARING</b>	<ul style="list-style-type: none"> <li>• Call 1-800-889-5269—our menu will prompt you through your choice(s); or</li> <li>• 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</li> <li>• Visit any Fifth Third Banking Center.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> 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.</p>
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<b>QUESTIONS?</b>	Call 1-800-889-5269 or go to <a href="http://www.53.com">www.53.com</a> .
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<b>WHO WE ARE</b>	
<b>Who is providing this notice?</b>	Fifth Third Bank and its affiliates (please see below for List of Affiliates).

<b>WHAT WE DO</b>	
<b>How does Fifth Third protect my personal information?</b>	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.
<b>How does Fifth Third collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Pay your bills or make a deposit</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>



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

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

OTHER IMPORTANT INFORMATION		
<p>Nevada law requires that we provide you with the following contact information:</p> <table border="0"> <tr> <td>Fifth Third, Customer Service Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</td> <td>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</td> </tr> </table> <p>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. For CA and VT residents, accounts with mailing addresses in these states will be treated as if they have selected for us not to share information under a joint marketing agreement as defined above.</p>	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
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	

CUSTOMER IDENTIFICATION PROGRAM
<p>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.</p> <p><b>What This Means To Our Customers</b> 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.</p>

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-Michigan, LLC
Fifth Third Mortgage Company	Vantiv, Inc. and Vantiv, LLC	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.  Equal Housing Lender.

### 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, a registered broker-dealer and investment advisor. 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.

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