

FIFTH THIRD BANK CARD AGREEMENT for World Elite MasterCard®

Effective July 1, 2009

This Card Agreement (Agreement) governs the terms and conditions of your World Elite MasterCard® credit card account (Account) with Fifth Third Bank (Bank). Bank customers are given this Agreement when approved for an Account, or on request. By opening an Account and making Transactions (as defined below), you agree to use this Account only for personal, family or household purposes and to comply with, and be bound by, this entire Agreement.

Unless otherwise specified, in this Agreement, you, your and yours mean each person or persons who applied (by Internet, orally or in writing) to the Bank for an Account, which application has been approved by the Bank; uses, maintains or accepts the Account, Account number or Card with your permission; or otherwise agrees to be bound by this Agreement. We, our and us mean the Bank, the issuer of your Card and the creditor under this Agreement, or any subsequent holder of this Agreement or any balances in your Account; and Card means each World Elite MasterCard that we issue on your Account under this Agreement.

You should retain and carefully review this entire Agreement. You and we agree as follows:

1. Accepting this Agreement. This Agreement will be effective on the earlier of the date (a) you sign or otherwise submit an Account application that we approve; or (b) you use, or someone authorized by you uses, your Card, Account or Account number. You acknowledge and agree that any use of your Card, Account number or Account, authorizing or signing of an Account application or other document, or other acceptance of your Account number, Account or Card constitutes your acceptance of the terms and conditions of this Agreement.

2. Promise to Pay. By using your Card, Account number or Account, you agree to pay us an amount equal to the sum of all Transactions made in connection with, and posted to, your Account plus any Finance Charges, fees and other charges provided for in this Agreement, regardless of the medium by which the Transaction occurs. If your Account is established by two or more persons, each of you, together and individually, is responsible for all amounts owed, even if the Account is used by only one of you.

3. Your Responsibility. You are responsible for all Transactions and other transactions arising from the authorized use of your Account or Card by you by any means. If you have authorized another person to use your Account, Account number or Card in any manner, that authorization will be deemed to include the authorization to make Transactions of any kind using your Account, Account number or Card and to incur related fees and charges, and such authorization will be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person. We are not responsible for controlling any person who you have asked us to add to your Account or someone you let use your Account, Account number or Card. If you let someone use your Account, Account number or Card, you are responsible for all Transactions made in connection with, and posted to, your Account plus all Finance Charges, fees and other charges. If you wish to remove such person's ability to use your Account, Account number or Card, you must notify us in writing. No such notice will be effective until we receive and have had a reasonable opportunity to act on it.

How to Use Your Card and Access Your Account

4. Total Amount of Extended Credit. 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. We will call the amount that you are permitted to pay over time your Revolving Credit Line and the amount over that your Non-Revolving Credit Line. Your Revolving Credit Line and your Non-Revolving Credit Line will be referred to collectively as your Total Amount of Extended Credit.

Your Revolving Credit Line will be disclosed in the document that accompanies your Card and on your Account Statements (as defined below). Your Account Statement will disclose the portion of your Account credit limit that may be used for cash advances. The maximum Cash Limit will reflect up to 50% of your current Account credit limit. The Cash Limit will include all cash advances, including convenience checks (except for Convenience Checks issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as Purchases) and Ready Reserve transactions. The difference between the balances you owe us and your Account credit limit is referred to as your Available Credit Limit. We may refuse to authorize or accept any Transaction on your Account or Card that would cause you to exceed your Available Credit Limit. If we in our sole discretion decide to authorize or accept a Transaction on your Account or Card that would exceed your Available Credit Limit, we will not be liable to you if

we do, and you agree that we may charge to and debit from your Account the amount of the Transaction and an overlimit charge and other related fees provided for in this Agreement, request that you immediately repay us the amount in excess of your Available Credit Limit, suspend your Account or Card privileges and terminate this Agreement in a manner provided by this Agreement. We may from time to time and in our sole discretion change your Account credit limit, reduce your Account credit limit to \$0 and close your Account, or limit the number or amount of Transactions on your Account based on an evaluation of various factors, including your credit history and your ability to repay amounts owed in connection with the Account or Card. We will promptly notify you in the event we decide to take such action.

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.

5. Purchases and Cash Advances. You may use your Account and your Card to purchase or lease goods or services (each, a Purchase) by presenting your Card, Account number or Account to participating merchants and establishments where the Card is honored. You may also use your Card to transfer balances from other creditors, to make other transactions by means of balance transfer coupons or checks, or for any other transactions that we encourage you to make through an introductory or promotional offer, each in accordance with such additional terms and conditions as 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 may also use your Card (a) to obtain a loan from your Account; (b) by presenting it to any bank or other person that accepts the Card for the purpose of obtaining cash or cash-like equivalents (for example, money orders, traveler's checks or other payment instruments) from your Account; (c) to make a withdrawal of cash from an automated teller machine; or (d) to make a person-to-person transfer conducted through the Internet or otherwise (each such transaction, a Cash Advance). We will also treat as a Cash Advance any transaction using Ready Reserve or a Convenience Check (except for Convenience Checks issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as Purchases). Purchases and Cash Advances are collectively referred to as Transactions. You acknowledge and agree that any debt incurred using your Account, Account number or Card is valid, regardless of the purpose of the Transaction. We may, from time to time, limit the type, number and dollar amounts of any Transactions made using your Account, Account number or Card, notwithstanding the amount of your Total Amount of Extended Credit, and terminate or suspend your use of your Account and Card and the operation of any method of access to your Account without notice, unless required by law or regulation.

6. Ready Reserve. If you have applied and been approved for the Ready Reserve feature of your Account, you can authorize automatic transfers from your Account into any checking account you maintain with us in order to cover an overdraft on such account and any applicable service charge. If you overdraw your Bank checking account on any day, you agree that we may charge your Account for a Cash Advance in increments of \$50.00 in order to eliminate the overdraft, together with any applicable Finance Charges and service charges.

7. Convenience Checks. We may issue Convenience Checks to you, which may be used to access your Account. Any Convenience Check that we pay will be posted to your Account 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 will be deducted from your Total Amount of Extended Credit. Each Convenience Check must be denominated in United States (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 under this Agreement. 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 Total Amount of Extended Credit; (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 (d) you use a Convenience Check to pay any amount you owe on your Account. We will not be liable if we choose to return any Convenience Check unpaid.

8. Other Uses. We may make other methods of accessing your Account available to you from time to time. We will notify you of these other access methods as they become available.
Lost Cards, Unauthorized Use of Account or Card and Other Concerns

9. Unauthorized Use of Your Account, Account Number or Card. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card, Account or Account number without your permission by calling us at 1-866-488-0017, or by writing to us at Fifth Third Bank, MD 1MOC2G, 4050 38, Fountain Square Plaza, Cincinnati, Ohio 45263. YOU SHOULD NEVER WRITE YOUR PERSONAL IDENTIFICATION NUMBER OR YOUR ACCOUNT NUMBER ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF EITHER OF THEM ON ANY MATERIAL WHICH IS KEPT WITH YOUR CARD.

You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Account, Account number or Card and to comply with such procedures as we may require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. You acknowledge and agree that we will deem any such use as having been authorized by you, and you will be liable for the amount of any Transactions plus Finance Charges and fees and other charges incurred with any such use, if you fail to provide us with any such assistance or to comply with such procedures.

You acknowledge and agree that unauthorized Card or Account use does not include use of your Card or your Account by any person to whom you have given authority to use your Card, Account or Account number. You further acknowledge and agree that you will be liable for all use by such a person, even if that person exceeds your authorization, until you have provided us with written notice that such person is no longer authorized to use your Account or Card and we have had a reasonable opportunity to act upon such notice.

You will have no liability for unauthorized use of your Card for transactions if (a) you have exercised reasonable care in safeguarding the Card from risk of loss or theft; (b) you have not reported two or more incidents of unauthorized use to us in the preceding 12 months; and (c) the account to which transactions initiated with the Card are posted is in good standing. If you do not meet these conditions, your liability is limited to a maximum of \$50.00. This section does not apply to Cards issued to an entity other than a natural person or issued primarily for business, commercial, or agricultural purposes or transactions where a PIN is used as your identification method.

10. Third-Party Claims or Defenses. We are not responsible if a third party refuses to accept or honor your Card, Account or Account number, even if you have sufficient available credit, and 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, Account number or Card or any services or goods or other property purchased or leased using your Account, Account number or Card.

Paying Your Bills

11. Periodic Account Statements. Except as otherwise stated in this Agreement, we will send you an Account statement (Account Statement). Unless you make other arrangements with us, your Account Statement will be mailed to you by regular mail to your address as it appears on our records.

We will send your Account Statement for each billing cycle at the end of which your Account has a debit or credit balance in excess of \$1.00 or on which a Finance Charge has been imposed. We will not send your Account Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted or (c) for any other reason specified under applicable law. Your Account Statement will show all Transactions that may have been posted to your Account since your last Account Statement, the payments and adjustments to your Account, the Finance Charges assessed for Transactions, any fees charged to your Account, the outstanding balances on your Account (New Balance), the total amount of your Revolving Credit Line and Cash Line and the amount available for use on the closing date of the billing cycle, the Minimum Amount Due and the Payment Due Date.

12. Payments. You agree to pay at least the Minimum Amount Due on or before the Payment Due Date shown on your Account Statement (the Payment Due Date). You may pay without penalty all or a portion of the entire New Balance or more than your Minimum Amount Due before the Payment Due Date shown on your Account Statement. You understand that by making a payment, the total amount you owe us will be reduced but that you will not be relieved of your obligation to continue to pay the Minimum Amount Due in successive billing cycles as reflected in your Account Statement.

The Minimum Amount Due will be the greater of: (a) 2% of the New Balance, (b) 0.5% of the New Balance plus total billed Finance Charges and any fees or (c) \$10.00. In addition, the Minimum Amount Due will also include any amount past due and the full amount of the New Balance exceeding your Revolving Credit Line.

You agree to make all payments by check or other negotiable instrument drawn on a U.S. financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars. All payments, except disputed payments, must be mailed or delivered to us at the remittance address indicated on the front of your Account Statement (Payment Address). Any payments received after 3:00 p.m., Eastern Time, on any business day will be credited on the next business day. Credit to your Account may be delayed for up to 5 days if the payment is (a) not received at the Payment Address indicated on your Account Statement, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S. or by money order, or (c) not accompanied by the top portion of your Account Statement.

Delayed crediting may cause you to incur additional fees and Finance Charges. (You understand that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address.) All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Although we may post payments as of the date we receive them, your Revolving Credit Line may not be restored for up to 7 days after we receive your payment. Restoration of your Revolving Credit Line may not occur immediately upon receipt of your payment. If the Minimum Amount Due is to be automatically deducted from your checking or savings account with us, you agree to have on deposit in that account on the Payment Due Date available funds equal to the Minimum Amount Due. Payments on your account will be applied in the following order: Finance Charges, fees, then to balances with a lower Annual Percentage Rate before balances with a higher Annual Percentage Rate at the time payment is posted to your Account.

Determination of Finance Charges

13. Monthly Periodic Rate. The Monthly Periodic Rate will be determined by dividing the applicable Annual Percentage Rate (APR) by twelve (12). If the Finance Charge so computed is being added to your Account, but the total of such Finance Charge is less than \$1.00 in any billing cycle, we assess a minimum Finance Charge of \$1.00.

14. Annual Percentage Rate

APR for Purchases. Documents accompanying your Card disclose the variable Monthly Periodic Rate and APR for Purchases in effect when your Account is opened. See the section below entitled "Variable APR for Purchases and Cash Advances" for details about how these rates may change.

APR for Cash Advances. The ANNUAL PERCENTAGE RATE for Cash Advances will be equal to 24.99% (corresponding Monthly Periodic Rate of 2.0825%).

Variable APR for Purchases and Cash Advances. If the APR for Purchases and Cash Advances is a variable rate based on the *WSJ* Prime Rate plus a margin, we will calculate the rate monthly by adding the applicable margin for those Transactions to the *WSJ* Prime Rate. This APR may vary (increase and decrease). Any increase or decrease in the *WSJ* Prime Rate will result in an increase or decrease in your Monthly Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

The *WSJ* Prime Rate means the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* at any time during the three months preceding the date on which the *WSJ* Prime Rate is determined. We determine the *WSJ* Prime Rate on the last business day of each month. Changes to the Monthly Periodic Rate and corresponding APR for purchases and Transactions will be applied to your existing Account balance and to subsequent Transactions effective as of the first business day of the month in which we determine the interest rate, subject to any interest rate limits or floors that would otherwise apply. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, at our sole discretion, substitute another index.

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, information regarding any introductory or promotional APR, the corresponding Monthly Periodic Rate, and the period of time during which they are in effect will be disclosed in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card. If the Minimum Amount Due is not paid by the Payment Due Date, the introductory APR will adjust in the billing cycle following any late payment to the APR then in effect or the Delinquency APR as applicable.

APR for Delinquency. We reserve the right to increase the ANNUAL PERCENTAGE RATE to 24.99% (corresponding Monthly Periodic Rate of 2.0825%) on all new and outstanding Account balances without giving you additional notice, each time we do not receive at least the Minimum Amount Due by its Payment Due Date. Once you become subject to this APR for Delinquency, we may change your APR back to the respective APRs in effect for your Account but only if you bring your Account current and then pay at least the Minimum Amount Due by the Payment Due Date, as applicable, for six (6) consecutive Billing Cycles. Any other variable or fixed APR that would otherwise apply to new and outstanding Account balances will change to this fixed APR for Delinquency.

15. Balance Subject to Finance Charge and Finance Charges

Balance Subject to Finance Charge. Transactions shown on the Account Statement for a Billing Cycle that just ended are part of your Current Billing Cycle. Transactions shown on the previous Account Statement are part of your Previous Billing Cycle. All fees (including Chargecard fees but excluding Cash Advance fees) will be treated as Purchases for the purpose of computing the average daily balance for Purchases. Cash Advance fees will be treated as Cash Advances for the purpose of computing the average daily balance for Cash Advances. The balances of Purchases that are subject to a Finance Charge are calculated separately, each based on the separate average daily balance of those Purchases in the Current Billing Cycle and in the Previous Billing Cycle. The balance of Cash Advances that is subject to a Finance Charge is calculated separately, based on the average daily balance of those Cash Advances in the Current Billing Cycle.

To determine the daily balance for each type of Transaction (i.e., Purchases and Cash Advances) during each of these Billing Cycles, we take the beginning balance of each type of Transaction each day, add any new Transactions of that type, and subtract any payments or credits applied to that type of Transaction that day. This gives us the daily balance for that type of Transaction. The daily balance for each type of Transaction is considered to be \$0 for any day on which those portions of your Account have a credit balance. Then, we add all of the daily balances for each of the Billing Cycles and divide the total by the number of days in each Billing Cycle. This gives us an average daily balance of each type of Transaction for your Current Billing Cycle and an average daily balance of Purchases for your Previous Billing Cycle.

Finance Charges

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

A Finance Charge will be imposed on Cash Advances from the transaction date and included in the average daily balance of Cash Advances at the applicable APR for Cash Advances until the date payment in full is posted to your Account. There is no grace period or time period within which to pay and avoid a Finance Charge on Cash Advances.

If the FINANCE CHARGE is less than \$1.00 in any Billing Cycle, we will assess a minimum FINANCE CHARGE of \$1.00.

The total Finance Charge for a Billing Cycle is the sum of the Finance Charges for Purchases and Cash Advances. To compute the periodic rate portion of Finance Charges for your Current Billing Cycle, we multiply the average daily balance of each type of your Transactions in the Current Billing Cycle by the applicable Monthly Periodic Rates for that cycle. If you have not paid your New Balance in full by the Payment Due Date for the Previous Billing Cycle, we also add any accrued and unassessed Finance Charges from the Previous Billing Cycle to the Finance Charges shown on the Account Statement for the Current Billing Cycle. To do this, we multiply the average daily balance of Purchases in the Previous Billing Cycle by the applicable Monthly Periodic Rate for that cycle. Finance Charges that we assessed in any Previous Billing Cycle are not included in the Finance Charge shown on the Account Statement for the Current Billing Cycle. Fees for Cash Advances and International Transactions, if any, are added to and included in the total Finance Charges for your Current Billing Cycle. The Annual Percentage Rate shown on the Account Statement for the Current Billing Cycle is based on your total Finance Charges, including those resulting from the periodic rates applied to Transaction balances in your Account and any Cash Advance and International Transaction fees.

16. Fees

(a) Balance Transfer Fee. Unless your offer indicates otherwise, we will assess a FINANCE CHARGE in the form of a balance transfer fee equal to the greater of \$5.00 or 3.5% of

the total dollar amount of the balance you are transferring from another credit card to your Account.

(b) Annual Fee. Your Card has an annual fee of \$300.00. This fee is assessed for the use of the Account and associated services, and will be identified as a Purchase on your Account Statement in the first billing cycle after you open your Account and annually thereafter.

(c) Cash Advance Fee. We will assess a FINANCE CHARGE in the form of a Cash Advance fee equal to the greater of \$5.00 or 4% of the total dollar amount advanced for each Cash Advance on your Account.

(d) Reserved.

(e) Late Payment Fee. If we do not receive the Minimum Amount Due by the Payment Due Date, we will assess a late payment fee of \$19.00 if your New Balance is less than \$250.00, or \$39.00 if your New Balance is \$250.00 or greater, at that time and at monthly intervals thereafter as long as your Minimum Amount Due remains past due.

(f) Returned Payment Fee. There is a returned payment fee of \$35.00 each time (i) a check or other instrument you have used for payment on your Account has been returned to us unpaid for any reason, (ii) we must return any such check or instrument because it is not signed or is otherwise incomplete, or (iii) a Convenience Check used to access your Account is not honored for any reason.

(g) International Transaction Fee. For each Transaction outside of the U.S. or in a foreign currency, there is a FINANCE CHARGE in the form of a transaction fee equal to 3% of the U.S. dollar amount. This fee will be in addition to any other applicable transaction or foreign currency fees.

(h) Expedited Card Delivery Fee. There is a delivery fee of \$30.00 per Account if delivery of your Card is expedited.

(i) We reserve the right to 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.

(j) Replacement Card Fee. We will assess a replacement card fee of \$10.00, if we replace your Card at your request.

(k) Convenience Check Fee. Unless your offer indicates otherwise, we will assess a FINANCE CHARGE in the form of a convenience check fee equal to the greater of \$5.00 or 3.5% of the total dollar amount of each convenience check used.

(l) Closed Account Fee. If you voluntarily close your Account and do not pay the entire balance due (other than in connection with your decision not to accept a change in the terms of your Account that is not disclosed in this Agreement), we will charge you a FINANCE CHARGE of \$2.50 for each billing cycle in which there is an outstanding balance until the balance is paid in full.

17. Foreign Currency Transactions. If a Transaction is made in a foreign currency, we and MasterCard International (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, MasterCard 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.

World Elite MasterCard Checking and Savings Account Access

18. Your World Elite MasterCard. The following additional terms and conditions apply to your use of your Card to access your savings or checking account that you maintain with us primarily for personal, household or family purposes and designate for use with your Card (Bank Account) for the electronic fund transfer services we make available (for example, (a) use of the Jeanie®, Pulse®, Plus System®, Visa®, MasterCard®, Cirrus® or other electronic banking terminals or systems, including point of sale (POS) terminals, whether or not the terminal is involved at the time of the transaction; (b) use of our telephone bill payment service; (c) use of Jeanie or Jeanie Telephone Banking to transfer money; (d) use of Fifth Third Online™ to transfer money or pay bills; (e) electronic direct deposits of government payments, such as Social Security and payroll payments; and (f) preauthorized bill payments) and is provided to you in accordance with the requirements of federal law. Please understand that not every automatic or preauthorized deposit or withdrawal is done electronically. Many of these transactions are done by the third party mailing to us a check or draft and, therefore, are not covered by this Agreement. However, all Card transactions are covered, even if an electronic terminal is not involved at the time of transaction.

19. ATM Transaction Charges. Your Fifth Third checking, savings, BankSafe, credit card, or line of credit account may be subject to charges when using an ATM that does not display both our logo and the Jeanie logo. Details about these charges are disclosed elsewhere

in this Agreement and in our "Checking Brochure" and "Savings Brochure." Also, if you use an ATM that does not display both our logo and the Jeanie logo, you may be charged a fee by the ATM owner or operator, as well as by any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

20. Types of Card Transfers. Your Card and your PIN, as applicable, may be used to:

- (a) withdraw cash from your Bank Account;
- (b) obtain a Cash Advance;
- (c) make deposits to your Bank Account (Note: Money Station ATMs will not accept deposits greater than \$10,000. We reserve the right to reject deposits in excess of \$10,000 at any ATM displaying the Jeanie logo.);
- (d) transfer funds between your checking, savings, Visa, MasterCard or line of credit accounts;
- (e) pay bills directly from your Bank Account to parties that have been notified and have agreed to accept your payments, provided that your Bank Account is a checking account and the payment is made in accordance with our procedures; and
- (f) pay for purchases from your Bank Account at places that have agreed to accept your Card, provided that your Bank Account is a checking account.

If your Card is used to pay for a purchase from a merchant or other third party to obtain a Cash Advance, you authorize us to debit and pay monies from your Bank Account for the total amount of the transaction as shown on any sales draft or withdrawal order originated by use of your Card, regardless of whether signed by you, and we are permitted to handle such sales drafts or withdrawal orders in the same way we handle checks or other items drawn on your Bank Account, with the exception that you will have no right to stop payment. Some of these services may not be available at all terminals, may be limited by third parties and are subject to the limitations described in this Agreement and the other rules, regulations and agreements governing your Bank Account. You may perform other transfers as we expand the types of available transfers in the future. We will notify you as to the nature and frequency of those transfers. In addition, if your Bank Account is a checking account, we will accept preauthorized transfers from that account in accordance with our procedures.

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

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

- (a) Due to certain state banking laws currently in effect, you may not be able to make deposits at all Jeanie or Money Stations locations;
- (b) The immediate use of deposited funds is restricted by our rules, regulations and agreements governing Bank Accounts;
- (c) Cash withdrawals from Jeanie, Money Station or other ATM terminals may be made only from individual or joint personal Bank Accounts and not from any other accounts;
- (d) You are not permitted to make bill payments, transfers or pay for purchases from BankSafe or any Bank Account that is a savings account using a Jeanie or Money Station terminal, our online system or Jeanie's Telephone Banking Service, except as provided in subparagraph (e) below;
- (e) You may not make more than 6 pre-authorized, automatic or telephone transfers or withdrawals per calendar month from your Bank money market deposit, statement savings or passbook accounts to other of your accounts with us or third parties. In the case of a Bank money market deposit account, no more than 3 of these 6 transfers or withdrawals may be made by check, draft, debit card or other similar item. Examples of transfers and withdrawals subject to these limitations include: (i) an automatic transfer from your Bank savings account to your Bank checking account to cover an overdraft; (ii) a transfer or bill payment from your Bank savings account using Jeanie Telephone Banking or our online system; and (iii) any money management or Billpayer 2000® payment from your Bank savings accounts; however, you may make as many payments as you wish from your Bank savings account to your installment, mortgage or credit card accounts with us;
- (f) You may not pay for purchases at a POS terminal or otherwise from any Bank Account that is a savings account;
- (g) For security reasons, there are limits on the amount of cash withdrawals from your Bank Account that may be made from Jeanie, Money Station or other electronic banking terminals or systems;
- (h) There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit;
- (i) Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized transfers to the person or company that you were going to pay until we receive a new written authorization from you;
- (j) Your Card may be cancelled, revoked or limited in its use at any time by us or our agent;
- (k) No deposits or withdrawals may be made to or from a dormant Bank Account through Jeanie, Money Station or other electronic banking terminal or system;

- (l) We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals or transfers that may be made using the Card, notwithstanding the amount of available funds in your Bank Account, and to terminate or suspend the operation of any or all electronic funds transfer devices, including your Card, without notice, unless required by applicable law or regulations; and
- (m) For security reasons, there may be other limits on the number and amount of transactions you can make using the Jeanie system.

22. Error Resolution Process. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, telephone us at 1-866-488-0017, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days following the date you notified us, and we will correct any error promptly. If we need more time, however, we may take up forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your Bank Account within ten (10) business days following the date you notified us for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally recredit your Bank Account. For errors involving new Bank Accounts, POS or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Bank Accounts, we may take up to twenty (20) business days to credit your Bank Account for the amount that you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

23. World Elite MasterCard Fees. You authorize us to, and you agree that we may, charge and deduct from your Bank Account (or any other account that you maintain with us primarily for personal, family or household purposes, as necessary) any and all charges associated with or incurred in connection with the use of your Card. The annual fee for your Card will be waived, but we reserve the right to impose an annual fee upon notice to you.

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

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

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

25. Documentation of Card Transfers.

- (a) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your Bank Accounts using a Jeanie machine, Money Station, Plus System, VISA, MasterCard or any other electronic banking terminal, unless, for some reason, the machine or terminal is not working properly.
- (b) Preauthorized Credits (Direct Deposits). If you arrange to have direct deposits made to your Bank Account at least once every sixty (60) calendar days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may also call us at 1-866-488-0017 to find out whether or not the deposit has been made. This telephone number also will be shown on your Bank Account statement.
- (c) Periodic Statements. You will get a monthly statement for your Bank Account if it is a

checking account. If your Bank Account is a savings account, you will get a monthly statement only if there has been a transfer to or from that account in that month. If there is no electronic activity on your account in a particular month or you are not receiving a combined statement, you will receive a savings statement quarterly. If your Bank Account is dormant, you will receive a statement only once a year. Line of credit account statements are mailed monthly for any month in which there is account activity or an outstanding balance.

26. Your Liability.

Tell us AT ONCE if you believe your Card or PIN, or both, has been lost, stolen or used (or may be used) or that a transfer has been or may be made with your Card or PIN without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Bank Account if you have a checking account with the Overdraft Protection feature. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

Business Days. For purposes of the section of this Agreement entitled "Your Card," our business days are Monday through Friday. Holidays are not included.

Contact in the Event of Unauthorized Card Transfers. If you believe that your Card or PIN, or both, has been lost or stolen or that someone has authorized or may authorize a transfer from your Bank Account without your permission, you can call us at 1-866-488-0017.

27. Our Liability. If we do not complete a transfer to or from your Bank Account on time or in the correct amount according to our agreement with you (including all rules and regulations governing your Bank Account), we will be liable for your losses or damages. However, there are some exceptions.

We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Bank Account to make the transfer;
- (b) If the transfer would go over your Available Credit Limit;
- (c) If the Jeanie, Money Station or other electronic banking terminal or system where you are making the withdrawal does not have enough cash;
- (d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (e) If the funds in your Bank Account are subject to legal process or other encumbrance restricting a transfer of funds from your Bank Account;
- (f) If the Jeanie, Money Station, Plus or Visa terminal or other electronic banking terminal or system is not working properly due to normal maintenance activities or malfunction and you knew about the breakdown when you started the transfer;
- (g) If the system was not working properly due to the failure of electronic or mechanical equipment or communications lines telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems; or
- (h) If there is an allegation of fraudulent activity concerning your Bank Account.

There may be other exceptions stated elsewhere in this Agreement and other of our rules, regulations or agreements that govern your Bank Account.

28. Bank Account Agreements. All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of all agreements, rules and regulations governing your Bank Account and any other contractual relationships you have with us, each as amended from time to time.

29. Overdrafts. If the use of the Card creates an overdraft on your Bank Account on any day, you agree that we may charge your Account, up to your Available Credit Limit, a Cash Advance for an amount equal to the overdraft amount with a minimum transfer of \$50.00 in order to eliminate such overdrafts, together with any applicable service charges and finance charges.

30. Overdraft Privileges. If you have Ready Reserve privileges or any other line of credit arrangement with us, the terms and conditions of such Ready Reserve or other arrangement

control with respect to overdrafts of your Bank Account regardless of whether they result from the use of checks, Ready Reserve drafts, Cash Advances or the Card.

31. Uniform Commercial Code. This Agreement as it relates to use of the Card shall act as a contractual modification of the Uniform Commercial Code of the applicable state(s), to the extent permitted by such code.

32. Protection. You agree to take reasonable precautions to safeguard your Bank Account, Card and PIN and to keep them confidential and not to provide your Card or PIN to any person or otherwise permit such person to use your Card and PIN.

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

34. Agreement. You agree to pay us for all purchases made, services rendered, Cash Advances and other funds we advance by or to you using our electronic banking services. If your account is established by two or more persons, each of you, together and individually, is responsible for all amounts owed, even if used by only one of you. Except as specifically prohibited by law or regulation, you hereby waive as against us all of your claims, defenses, rights and offsets now or hereafter existing against any merchant or other payee for services or merchandise acquired through any electronic banking product. All transactions arising out of use of our electronic banking services will be controlled by the terms of all applicable account agreements, other contractual relationships with Bank and all rules and regulations applicable to accounts maintained with us and cards we issue, as amended from time to time. We reserve the right to refuse or terminate your permission to use electronic banking in our sole discretion.

35. Check Verification. You shall not use the Card for the purpose of verifying check cashing history, verifying the funds available in your Bank Account, or for any other purpose, which aids the negotiation of a check if you know that the check will be dishonored when presented for payment. You agree that if any check, drawn or endorsed by you and verified by use of the Card, is purchased by us, or is duly endorsed or assigned to us by the payee or endorsee thereof, and is thereafter dishonored, you will pay the amount of the check to us upon demand. If you refuse to pay the amount of the check to us upon demand, we may deduct the amount from any account you maintain with us, including charging the line of credit amount as a Cash Advance.

36. Service. If you use the Card for Jeanie or other Bank approved Telephone Banking, Internet Access Product or Point of Sale Service (Service), and we approve such use of the Card, you agree to the transfer of money in your accounts with us or accounts over which you have the authority to withdraw or transfer funds to the accounts of designated merchants. Such transfer shall be made upon your instructions by use of a telephone, or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) business days) for merchant to receive the payment. You agree that we shall not be responsible for any delays caused by mail service or others. In no case shall we be liable for any interest or late payment charges assessed by merchant or termination of service caused by a delay in a merchant's receiving the payment. You authorize the disclosure to merchant of the information relating to your accounts as is reasonably necessary to operate the Service. You agree to notify us of any change in your address or account with merchant including change of account number. We may charge you a fee of up to \$1.50 per transaction when you use the Card for the Service.

Our Rights and How They Affect You

37. Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. 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.

38. Termination. Subject to applicable law, we may terminate this Agreement or revoke your right to use your Account, Account number or Card, along with your right to make future Transactions, at any time and for any reason without notice to you. You or anyone authorized by you to use your Card, Account or Account number may terminate your Account and use of your Card at any time by calling us at 1-866-488-0017, or writing to us at Fifth Third

Bank, MD 1MOC2G, 4050 38 Fountain Square Plaza, Cincinnati, Ohio 45263. Any request to terminate your Account will be effective only 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, including without limitation, your obligation to repay any amounts you owe us according to the terms of this Agreement, and any amendments made to this Agreement, which have arisen before the effective date of the termination of this Agreement, even if we allow a Transaction to be completed with your Account, Account number or Card after this Agreement has been terminated.

You agree to surrender to us or to destroy all of the Cards issued on your Account on our demand or on termination of this Agreement. If this Agreement is terminated and someone thereafter attempts to use a Card, the Card may be retained. A Card may not be returned or may be retained when you try to use it upon the occurrence of certain other events.

39. 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 which is dishonored, (d) you fail to pay the Minimum Amount Due on or before your Payment Due Date, (e) any other creditor tries by legal process to take money of yours in our possession, (f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (g) you provide us with any false or misleading information, (h) you breach any of your other obligations under this Agreement, (i) you exceed your Total Amount of Extended Credit; (j) you are in default of any other credit agreement you have with any of our affiliates, (k) you fail to make a payment to any other creditor when due, or (l) we believe in good faith that the chances of your paying or performing your obligations under this Agreement have been impaired. The payment of any fee charged by us will not cure the default, which caused the fee.

In addition, if your Account is in default under this Agreement, we may, subject to applicable law, (a) declare all or any portion of your outstanding Account balance to be immediately due and payable, (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 issued on it, (d) reduce your Total Amount of Extended Credit or otherwise limit your ability to make Transactions as discussed in this Agreement, (e) commence an action 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 attorney's 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 determined to terminate your Account or limit your ability to make Transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, Finance Charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued Finance Charges, is paid in full.

You agree that, subject to applicable law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

40. Re-evaluation of Financial Condition and Credit History. We may re-evaluate your financial condition and investigate any information you provided on your Account application at any time, and in the course of doing so, we may obtain a current credit report and ask you for any additional information about your financial condition by completing a Personal Financial Statement or such other form that we request from time to time. You authorize us and give us your permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, deem your Account to be in default.

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

41. Telephone Monitoring and Recording. You acknowledge that your telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us,

regardless of how transmitted to us, as evidence of your authorization to act in connection with any transaction with your Account or other service contemplated by this Agreement and will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

42. Arbitration. You and we each agree that any Claim will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. The term Claim (a) means 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 and (b) 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 (i) the Account created by the Agreement or any prior agreement or any balances on the Account, (ii) advertisements, promotions or oral or written statements related to the Account or the terms of financing and (iii) your use of the Account. 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 <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 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 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 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 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 NAF Code and this arbitration provision, this provision will govern.

43. Changes to this Agreement. You agree that we may, in our sole discretion, from time to time and subject to applicable law, change any of the terms and conditions of, or add new terms to, this Agreement relating to your Account (including increasing any rate of Finance Charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to Finance Charge, changing your Total Amount of Extended Credit or changing the date upon which Finance Charges begin to accrue). 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 such 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.

You will be deemed to accept all such changes accompanying the notice if you do not send us a notice to the contrary in a timely manner, or a Transaction is made using your Account or Card after the conclusion of the time period specified in the notice. No change to any term of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

44. Waiver of Rights. Except as may be prohibited by law or regulation, 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).

45. Change of Address. We will rely on your address as it appears on our records for any and all Account communications we send to you unless and until either you or the U.S. Postal Service notify 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 by us.

46. Correspondence. To the extent permitted under applicable law, any written correspondence you send to us will not be effective until we receive and have had a reasonable opportunity to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records.

47. 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 bank or company without prior notice to, or consent by, you, which notice or consent is hereby waived. That bank or company will take our place in this Agreement.

48. 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.

49. Governing Law; Jurisdiction. 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 of your residence, 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 all amounts granted under this Agreement are extended from 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.

50. Entire Agreement. You acknowledge that this Agreement, your use of the Card and any application and sales slip that you signed or otherwise submitted in connection with the

Card or the Account (which is hereby incorporated by reference in this Agreement), and any indebtedness incurred using the Card or the Account, constitutes acceptance of the terms of this Agreement, as amended from time to time, and that this Agreement, as amended from time to time, and the documents accompanying your Card, including the document that accompanies your Card and discloses the APR and Monthly Periodic Rate (and in some cases, how long they will apply to your Account) that apply to your Account, is 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. It is not the intention of the parties 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 acknowledge and agree that any documentation provided to you which indicates that a Transaction or other transfer was made shall be admissible as evidence of such transaction or transfer and shall constitute prima facie proof that such transaction or transfer was made.

Rewards Program Terms and Conditions

51. Fifth Third Rewards ("the Program")

If your card is a Rewards Credit card, Rewards Debit card, or Equity Flexline card, the following information applies to your Account:

"The program website" shall mean www.fifththirdrewards.com.

"The Rewards Redemption Center" shall mean The Fifth Third Bank Rewards Center, which can be accessed by calling 1-800-799-1310. Fifth Third Bank Rewards Center representatives are available 24 hours a day, 7 days a week.

(a) General Program Details

The Program allows you to redeem points earned for various rewards. Descriptions of rewards and rewards providers are available at the program website. Eligibility to use the Program is limited to Accounts in good standing. The Program and any rewards thereunder are offered at our sole discretion. In the event of fraud or abuse of Program privileges or violation of Program rules (including any attempt to sell, exchange or otherwise transfer points or any instrument exchangeable under the Program), we reserve the right to cancel your membership in the Program. We reserve the right to cancel, change or temporarily suspend the Program or any rewards offered from time to time under the Program at any time without notice. Changes in, suspension of, or cancellation of the Program will result in the forfeiture of earned points and a change in the redemption of any outstanding rewards. If your Account is closed for any reason, you will forfeit all points. The Program and any rewards thereunder are void where prohibited by federal, state or local law. Reasonable efforts have been made to ensure that the information provided is accurate. We are not responsible for errors or omissions.

Airline tickets, Travel Packages, merchandise, magazines, gift certificates and any other rewards are subject to availability. Certain restrictions and fees apply. Additionally, relationships with any charity, financial products and services provider or any other rewards provider may be discontinued at any time, without notice. Certain restrictions and fees apply.

You are responsible for any personal or business tax liability related to participation in the Program or as a result of points earned and/or redeemed. You are also responsible for payment of any passenger facility charges, air segment taxes, departure taxes, customs fees, excess baggage charges, security taxes or any other charges assessed by governmental entities as a result of travel under the Program, as well as any expedited shipping or courier fees associated with the Program.

You and any beneficiary of the Program release, discharge, and hold harmless the Bank, MasterCard, Visa, the Program administrator, and their respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death, arising out of participation in the Program, our decision to terminate the Program, or your right to use the Program. None of the Bank, MasterCard, Visa nor any other entity associated with the Program shall have any liability arising from, or related to, any rewards under the Program. We are not responsible for any correspondence by you that is lost or delayed in the mail. If you are denied a benefit of the Program to which you are entitled, our liability shall be limited to your earned portion of the benefit. All questions regarding accrual of rewards or the fulfillment of rewards will be resolved solely by the Bank.

(b) Point Redemption

To redeem points for rewards, you may visit the program website or contact the Rewards Redemption Center. Points must be redeemed by you or a person authorized by you.

Point Accumulation: Once enrolled in the Program, you will accumulate:

- One point for each \$1 in net purchases for Consumer Credit cards and Business Rewards cards
- One point for every \$2 in net purchases for Business Debit cards and Professional Debit cards
Up to two points for each \$1 in net purchases for Professional credit cards, Visa Signature cards, and World Elite cards depending on your total annual purchases from January 1st to December 31st each calendar year:
- 1 point if the purchase is part of your first \$25,000 in total annual purchases,
- 1.25 points if the purchase is part of your second \$25,000 in total annual purchases,
- 1.5 points if the purchase is part of your third \$25,000 in total annual purchases,
- 1.75 points if the purchase is part of your fourth \$25,000 in total annual purchases,
- 2 points if the purchase is part of your total purchases in excess of \$100,000
- One point for every \$3 in net purchases for Consumer Debit cards
- One point for every \$5 in net purchases for Equity Flexline cards

Points are earned for signature-based transactions only, although we may at our discretion permit you to purchase points in accordance with the guidelines set forth at the program website in effect at the time.

Net purchases are defined as the dollar value of goods and services purchased with the Card after your enrollment date, minus any credits, returns or other adjustments as reflected on the monthly statements. Net purchases do not include annual fees, late payment fees, over-limit fees, insurance charges, card-related service charges, Finance Charges, or other fees and/or unauthorized charges. Net purchases also do not include Cash Advances, PIN-based transactions, Ready Reserve transactions, balance transfers, Convenience Checks, person-to-person money transfers, quasi-cash transactions (including the purchase of traveler's checks, foreign currency, or money orders), truck stop transactions, or gaming transactions. Points redeemed and/or expired, if applicable, will be based on a first-in, first-out process. If unused, Program points carry an expiration limit on an "enrollment year" basis:

- No expiration on World Elite cards
- 4-years for Business Credit cards, Business Debit cards, Professional cards and VISA Signature Cards
- 3-years for all other cards.

This means that, if your expiration limit is 3-years and you enroll in the Program on June 1, 2006, your enrollment year runs from June 1, 2006 to May 31, 2007. Any points earned between those dates will expire at the end of the third anniversary of your enrollment year—in our example, May 31, 2009.

Points are posted and available to your Rewards Program account at the end of each statement cycle and do not have a point maximum accumulation. No partial rewards will be issued upon redemption of points. Points earned are not transferable except as used in accordance with this Agreement and have no cash value. Points, rewards and certificates (i) have no value, (ii) are non-refundable and non-exchangeable, and (iii) are non-transferable, except in accordance with the terms and conditions of the Program and the relevant rewards provider.

(c) Rewards Program Fees

Domestic Ticketing Fee: \$40

International Ticketing Fee: \$50

Expedited Ticket Fee: \$25 Domestic/\$25 International

Security Fee (Guaranteed Free Ticket): \$10

Itinerary Fees (Land-Only Travel Packages): \$30

General Travel Fees (Companion Packages): all applicable fees charged by the outside company.

Other Expedited Shipping Fees: all applicable fees charged by the outside company.

Point Purchase Fee: \$40 for 1,000 points

Travel Package Change Fee (30 days or more prior to departure): \$15 plus any applicable travel supplier change fee.

Travel Package Change Fee (0-29 days prior to departure): \$25 per change plus any applicable travel supplier change fee.

(d) Point Transfer and Point Purchase

We may at our discretion permit you to transfer points or purchase points. To transfer points, contact The Rewards Redemption Center or visit the program website. There is no limit to the number of transfers, however, the donor and receiving account must be enrolled in a points-based Fifth Third Bank Rewards program. The donor account must be in good standing and the receiving account cannot be in a cancelled or inactive status. Points transferred, if applicable, will be based on a first-in, first-out process. Points transferred are subject to the receiving card's expiration rules. Points transferred cannot be credited or refunded. To purchase points, contact The Rewards Redemption Center or visit the program website. A minimum of 1,000 points is required. You may purchase up to 20% of your available point balance. This means that, if your point balance is 50,000 points, you may purchase a maximum of 10,000 points. You will be charged a point purchase fee described above in "Rewards Program Fees."

(e) Catalog of Rewards

All reward items may not be available in all programs. Points may be redeemed for items listed at the program website. Point requirements are listed at the program website. Rewards will be sent to your address unless otherwise instructed. The Bank is not responsible for rewards sent to an incorrect address. Unless noted otherwise, please allow 4 to 6 weeks from time of order for delivery/fulfillment. All points redeemed are final. Points cannot be returned. Rewards may not be resold.

(f) Airline Tickets & Travel Packages

(i) General Points may be redeemed for travel on any US airline for domestic or international travel. Airline tickets are subject to availability at the time of booking. Tickets will be issued within 24 hours of booking and will be electronic. Fees apply for paper and mail delivery. Next day, Saturday and International deliveries by courier are subject to additional shipping charges and billed to your credit or debit card account. You will be charged a per ticketing fee and such other fees described above in "Rewards Program Fees."

If the actual ticket amount, including taxes and destination charges, is greater than the maximum ticket value, you may elect to pay the amount over the maximum value. Tickets may be purchased in any name designated by you. Tickets are non-refundable, non-exchangeable, and non-changeable after issuance, and lost, stolen or expired tickets cannot be replaced, unless refunds, exchanges, changes, or replacements are permitted by terms of the ticket. You will be responsible for contacting the applicable airline and for applicable lost ticket application fees and/or replacement costs. The Bank and the Program are not responsible for performance or non-performance by any airline for any reason. All reservations and ticketing are subject to the conditions of carriage of the party providing the transportation, including exclusions and limitations of liability. Additional fees and restrictions may apply.

(ii) "Dollars Off" Travel Points may be applied towards a reduction in the cost of an airline ticket. In order to initiate a "dollars off" travel reward, you must contact the Fifth Third Rewards Center and describe both your airline ticket request and the number of points you wish to redeem in exchange for a reduction in the cost of the ticket. We will book the airline ticket and will apply the appropriate price reduction towards the ticket price charged to your Account.

(iii) Travel Packages

Reservations for Travel Packages, including Travel Packages involving airline tickets, must be made at least 30 days prior to the date of departure and are subject to availability. Once a booking for a Travel Package has been made, additional fees may apply as described above in "Rewards Program Fees".

(g) Merchandise

All merchandise rewards are subject to availability and certain restrictions may apply. We may make substitutions of equal or greater value when necessary without notification. Returns are only accepted for merchandise that is damaged, defective or shipped in error. The manufacturer's warranty applies to all merchandise rewards offered. We make no warranties as to any merchandise rewards.

Merchandise rewards include applicable sales tax, shipping and handling within the 48 contiguous United States. Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Delivery of merchandise will be made by ground delivery service or first-class mail. Merchandise shipments cannot be made to a post office box. Additional restrictions may apply.

(h) Magazine Subscriptions

You will receive a gift certificate valid at www.discount-magazines.com. Your gift certificate may be used to purchase a new subscription or renew an existing one. This offer is valid for USA addresses only. Subscriptions based on availability and substitutions may occur.

Subscriptions become part of the publishers' database and may be used for third party promotions at the publishers' discretion. Please allow approximately 8-12 weeks for processing. Additional restrictions may apply.

(i) Gift Certificates/Gift Cards

We may make substitutions of equal or greater value when necessary without notification. Gift certificates/gift cards may not be resold, and are not transferable unless otherwise noted on the gift certificate/gift card. You must notify the rewards center within 90 days to report non-receipt of a gift certificate/gift card. The Bank and participating suppliers are not responsible for replacing lost, stolen or expired gift certificates/gift cards.

Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Delivery of gift certificates/gift cards will be made by ground delivery service or first-class mail.

Gift certificate/gift card use is subject to the terms and conditions printed thereon. Gift certificates/gift cards are valid only at participating vendors, through the expiration date printed on the gift certificate/gift card. Gift certificates/gift cards may not be combined with any other promotional offers from the Bank or participating suppliers. In the event the goods and services you purchase are less than the face value of the gift certificate/gift card redeemed, the policy of the supplier will determine whether you will receive credit or gift certificate/gift card value for the difference. Additional restrictions may apply.

The terms and conditions of the MasterCard Gift Card are separate from the terms of the Program and will arrive with the MasterCard Gift Card. Use of the MasterCard Gift Card constitutes acceptance of the MasterCard® Gift Card Terms and Conditions.

(j) Charitable Contributions

You will receive a written confirmation of a charitable donation within 4 to 6 weeks of redemption activity. Participating charities are subject to change. Please consult your tax advisor to determine whether redemptions of points for charitable donations are tax deductible. Additional restrictions may apply.

(k) Fifth Third Bank Savings Account

Points may be redeemed for a deposit into a Fifth Third Bank Savings Account. Funds will be available 3 to 4 weeks after redemption if correct account information was provided at time of redemption. Fifth Third Bank Savings Account must be open prior to initiating redemption. Additional restrictions may apply.

(l) Fifth Third Mortgage Payment and Fifth Third Installment Loan or Line of Credit Payment

Redemption is available on the following loans: Fifth Third Mortgage first lien mortgages, Fifth Third Equity Flexlines, Equity loans, Easy Home Refi loans, Vehicle loans (Auto, Van, Truck, Motorcycle), Marine/RV loans, Personal Investment Secured Flexlines and loans, and Unsecured Flexlines and Signature loans. Payment will be applied to the principal amount of your loan. If your account is delinquent, the order of payment application will be in accordance with the terms of your loan. Payment will be reflected on your account 3 to 4 weeks after redemption if correct account information was provided at time of redemption. Fifth Third loan account must be open prior to initiating redemption. Rewards payment does not release you from your regularly scheduled loan payments.

(m) Cash

Cash will be provided to you in the form of a check, credit to your Account, or such other form as we may determine in our sole discretion.

(n) Build Your Own Rewards (BYO)

BYO allows you to customize your rewards as described in this section. BYO are subject to availability, and we do not guarantee that any reward you request will be available. Additional restrictions may apply. We and MasterCard bear no responsibility for any products or services provided in connection with a BYO. If travel is involved in a reward request, then the provisions of the Travel section of the Program in this Agreement may apply. A minimum purchase of \$250.00 is required for a BYO Reward and redemptions are processed in increments of 10,000 points. We reserve the right to update the minimum point redemption at any time without notice. In order to request a BYO Reward, you must purchase an item with your Card and then contact the Fifth Third Rewards Center to request a quote for the points equivalent for the value of the item purchased. You must contact the Fifth Third Rewards Center to confirm your acceptance of the reward offering within 2 business days after you receive the points

redemption quote. If you accept the reward, your points will be redeemed immediately. We will deduct the points from your points balance and will refund you the value of the purchase price in the form of a check, credit to your Account, or such other form as we may determine in our sole discretion. If you do not respond within the designated time period, then the reward offering will be deemed declined by you and any subsequent communication from you will require a new reward request to be initiated and evaluated, with points and availability subject to change.

(o) 53PointShareSM - Pooling Reward Points earned on multiple accounts

If you hold more than one Fifth Third Bank Credit or Debit Rewards card, we will allow you to combine reward points earned on all eligible accounts into a single combined pool of reward points. Points earned on multiple Consumer Reward credit and debit cards may be combined, so long as they meet all other eligibility criteria. Points earned on Consumer Reward cards may not be combined with points earned on Business Reward cards. Any customer who wishes to pool Reward points from multiple Fifth Third Reward Credit or Debit Card accounts must register for 53PointShare. Accounts may be registered via the Internet at the program website. If an account owner registers for 53PointShare and subsequently opens an additional card with Fifth Third, the new card will not be automatically added to 53PointShare. Account owners are responsible for enrolling ALL existing and new accounts in 53PointShare. We determine the cards that you can pool by looking at the owners associated with the cards. All cards with a common owner's tax identification number will be eligible for 53PointShare. We reserve the right to determine whether any card is eligible for 53PointShare and any such determination shall be final. To create a pool of multiple Fifth Third reward accounts, the account owner must designate one account to be the "Primary" account. All other enrolled accounts will be considered "Contributing" accounts and points will be allocated to the Primary account. You can obtain information about consolidated point balances and redemptions by visiting the program website or by calling The Rewards Redemption Center. Only an authorized redeemer on the Primary account may redeem points. The individual name that appears on the card associated with the Primary account is automatically an authorized redeemer; other authorized redeemers may be added by visiting the program website or by calling The Rewards Redemption Center. Points for redemptions are deducted on a first-in-first-out basis, across all enrolled accounts. Points credited expire according to the terms of the account's Reward program. Point expirations are provided at the program website or by calling The Rewards Redemption Center. Accounts enrolled in 53PointShare must be in good standing to earn and redeem points. If a Contributing account is not in good standing (it is closed or delinquent, for instance) no points will be earned and credited for purchases made with that card. If a Primary account is not in good standing, no points are earned on purchases made with that card, and points may NOT be redeemed (even if there are Contributing accounts in good standing). If a Primary account is not in good standing, but Contributing accounts are in good standing, points earned on purchases made with the cards in good standing will continue to accrue. However the points cannot be redeemed until the Primary account returns to good standing. If the Primary account is closed (either by You or by us) or if Rewards are cancelled on the Primary account, any unused rewards points associated with that Primary account will be forfeited. The card that has been enrolled in 53PointShare the longest will become the new Primary account. You can designate a different Primary account at the program website or by calling The Rewards Redemption Center.

(p) Privacy Policies Regarding 53PointShareSM

Primary account holder and associated account owners agree to the following modification of Fifth Third Bank's Privacy Policy for Consumer Information practices in connection with this program. Primary account holder and associated account owners acknowledge the disclosure on program account statements and other materials of certain limited information necessary to administer the rewards program. These disclosures may include, for example, truncated account numbers, point totals, the addition or deletion of accounts, etc., to other account holders whose points are pooled under the 53PointShare enrollment. This information can enable participants to determine summary card usage patterns and the addition or deletion of accounts can indicate changes in card status or account owners to other participants.

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

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for billing inquiries shown on your Account statement, not the Payment Address. Write to us as soon as possible. We must hear from you no later than 60 days after

we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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

Your Rights and Our Responsibilities After We Receive Your Written

Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Total Amount of Extended Credit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases. If you have any problem with the quality of property or services that you purchased with a Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay this remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not in your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

53. Questions. If you have any questions about this Agreement or your Account or Card, please call us at 1-866-488-0017 or write to us at Fifth Third Bank, MD 1MOC2G, 4050 38 Fountain Square Plaza, Cincinnati, Ohio. A telephone call will not preserve your rights under federal law.

54. 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.

Privacy Policy for Consumer Information

Protecting Your Privacy

At Fifth Third, we understand how important it is to our customers that private customer information is kept confidential. We are committed to protecting and managing your information and would like to take this opportunity to describe how Fifth Third gathers, retains, and protects your information. You can also help us in safeguarding your accounts and your identity. Please see the section "Protect Your Accounts — Be An Informed Customer" for how to get more information.

Your Privacy Options

You have choices as to how we contact you for marketing purposes as well as how we use your credit and personal financial information among Fifth Third companies.

If you are comfortable with the methods in which we use your information currently, there is no need to indicate your preference. We recognize, however, that you may wish to limit the ways in which we use your information for marketing, and we offer the following opt-out choices:

- You may request that we not call you.
 - You may ask that we not send you information by mail.
 - You may direct us not to contact you by email.
- Federal law gives you the right to limit some but not all marketing from the Fifth Third companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from the Fifth Third companies.
- You may limit the Fifth Third companies, such as the affiliates listed at the end of this document, from sharing and using your information to market their products or services to you based on your personal information that they receive from other Fifth Third companies. This information may include but is not limited to:
 - Information provided by you on your applications to be used to determine your eligibility, such as your income;
 - Information from consumer credit reports, such as your credit history;
 - Information from sources used to verify information you provide us, such as outstanding loans or employment history and
 - Any other information provided by you or at your direction.
 - You may also tell us not to share your credit and personal financial information with other Fifth Third companies. We will not disclose information about you or your accounts outside our corporate group of companies without your express authorization other than as required or permitted by law. (CA and VT Residents: Accounts with mailing addresses in these states will be treated as though they had selected this choice.)

Your opt-out choice will apply until you tell us to change your choice.

How To Change Your Privacy Options

- Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, Ohio 45263-4444. Requests must include your name, address, telephone number and Social Security Number (or tax payer identification number). Incomplete information will delay or possibly prevent our ability to honor your request.
- Call a Fifth Third Customer Service Professional at 1-800-889-5269.
- Visit any Fifth Third Banking Center.

If you have a joint account, a request by one owner will apply to the joint account. The opt-out designation, if elected, applies to your current portfolio of accounts. Our system will be updated to reflect your privacy preferences within 30 days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above or visiting any Fifth Third Banking Center.

If you have already shared with us your privacy preferences under this policy, it is not necessary to contact us again. We will continue to honor the preferences you have provided.

Gathering and Maintaining Your Information

In order to assist you with your financial needs and provide you with more efficient service, it is necessary to collect and maintain certain types of customer information. We may gather and retain nonpublic personal information about you from the following sources:

- Applications or other forms that you provide to us that include information (such as your name, address, Social Security Number, tax identification number, assets, income and investment objectives).
- Financial account activity and transactions (such as your payment history, account balances and usage).
- Reporting agencies (such as your credit worthiness and credit history).
- Information from website visits (such as Cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance your online experience.)

Maintaining Accurate Information

Maintaining complete and accurate information on our customer's records is important. Fifth Third has established procedures, in accordance with reasonable industry standards, to ensure information is current, accurate, and complete. If you become aware that we may have any inaccurate information, please help us correct it by contacting a Customer Service Professional at 1-800-972-3030 or by visiting your local Fifth Third Banking Center.

Security Practices to Protect Your Information

Your information is used strictly for business purposes. Fifth Third employees are trained to respect your privacy concerns and to safeguard your personal information. Furthermore, as technology advances, Fifth Third is continuously modifying its physical, electronic, and procedural safeguards to ensure compliance with federal and state standards and to protect your nonpublic personal information.

Online Privacy

Fifth Third is committed to protecting customers and guests who visit our website at **www.53.com**. Accordingly, our website uses a variety of advanced Internet security technology, including the encryption of information that is transmitted while accessing account information over the Internet or submitting online applications by using Secure Sockets Layer (SSL) Technology. Fifth Third also uses digital certification, a unique identifier to substantiate Fifth Third's Identity to your browser.

Additionally, authentication is required when using online services to validate your identity using your Social Security Number or card number along with the password you have selected. We may collect data from your online visits, such as Cookies, to display information more effectively to you and to allow customization of your website experience. This data is encrypted for our use only and protected from third party access.

Protect Your Accounts - Be An Informed Customer

We also want to provide you with information about identity theft, fraud, and online threats. Our website at **www.53.com** has educational materials on topics such as email scams, Internet auction fraud, counterfeit check overpayments, "phishing/spoofing", and malicious software. In addition, our website includes proactive steps that you can take to protect yourself, as well as instructions on what to do if you become a victim of identity theft or fraud.

Managing Financial Information

Outside of Fifth Third

Fifth Third does not disclose nonpublic personal information about our customers or former customers to non-affiliated third parties, except as permitted by law. Accordingly, we may share the information we collect, as described above under Gathering and Maintaining Your Information, for routine business reasons that include, but are not limited to the following:

- We may share customer information with companies that work for us. All non-affiliated companies that act on our behalf and receive customer information from us are contractually obligated to keep the information we provide to them confidential, and to use the Customer Information we share only to provide the services we ask them to perform. These companies may include financial service providers such as payment processing companies, and non-financial companies such as check printing and data processing companies.
- Protecting the integrity and security of your records including prevention of fraud and unauthorized transactions (such as credit card companies).
- Reporting to consumer reporting agencies.
- Complying with federal, state, or local laws, rules and other applicable legal requirements (such as a subpoena, garnishment or court order).
- We may share customer information with other financial institutions, like a credit card company, with which we have joint marketing agreements in order to market Fifth Third or Fifth Third companies' products or services to you (account numbers are not shared under such agreements).

In instances in which customer information is shared, we require that third parties treat and maintain the privacy of your customer information with the same degree of diligence and careful attention as is required by Fifth Third.

Within Fifth Third

In order to best serve our customers; it may be necessary for certain types of information to be accessible across Fifth Third companies. Having information available to our banks and their trust divisions, mortgage company, brokerage company, and other related companies enables us to provide you with quality assistance and convenience for a variety of products and services. The type of information that may be shared includes, but is not limited to:

- Application Information (such as your name and address)
- Employment History (such as income or credit references)
- Account Balances
- Payment History (such as timeliness of payments)
- Credit Card Activity

Other Applicable State Disclosures:

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

Fifth Third, Customer Service	Bureau of Consumer Protection
Privacy Administration	Office of the Nevada Attorney General
P.O. Box 4444	555 East Washington Street, Suite 3900
Cincinnati, OH 45263-4444	Las Vegas, Nevada 89101
	Phone: (702) 486-3132
	Email: BCFINFO@ag.state.nv.us

Customer Identification Program

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

What This Means To Our Customers

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

Fifth Third Companies Covered by this Policy:

Fifth Third Bank, an Ohio Banking Corporation
Fifth Third Real Estate Capital Markets, Inc.
Fifth Third Bank, a Michigan Banking Corporation
Fifth Third Holdings, LLC
Fifth Third Bank, N.A.
Fifth Third Insurance Agency, Inc.
The Fifth Third Leasing Company
Home Equity of America, Inc.
Fifth Third Mortgage Company
Fifth Third Asset Management, Inc.
Fifth Third Mortgage, MI, LLC
Fifth Third Securities, Inc. Member FINRA/SIPC
The Fifth Third Auto Leasing Trust
Vista Settlement Services, LLC
Card Management Corporation

Deposit and credit products provided by Fifth Third Bank. Member FDIC.



Fifth Third Private Bank is a division of Fifth Third Bank offering banking, investment and insurance products and services. Fifth Third Bancorp provides access to investments and investment services through various subsidiaries. Investments and Investment Services.

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.



Fifth Third Private Bank World Elite MasterCard Fees and Credit Disclosures

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases and Balance Transfers:	Your APR will be 9.24% This APR will vary with the market based on the WSJ Prime Rate.
APR for Cash Advances	24.99%
Penalty APR and When it Applies	24.99% This APR may be applied to your Account if you: 1) Make a late payment; 2) Go over your credit limit; How Long Will the Penalty APR Apply? Once you become subject to the Penalty APR, we may change your APR back to the respective APRs for your Account but only if you bring your Account current and then pay at least the Minimum Amount Due by the Payment Due Date, as applicable, for 6 consecutive Billing Cycles.
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

FEES

Annual Fees	
• Annual Fee	\$300 (Waived for clients of Fifth Third Private Bank).
Transaction Fees	
• Balance Transfer	Either \$5 or 3.5% of the amount of each transfer, whichever is greater.
• Cash Advance	Either \$5 or 4% of the amount of each Cash Advance, whichever is greater.
• International Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	\$19.00 if balance is less than \$250 \$39.00 if balance is \$250 or greater
• Overlimit Fee	\$39.00
• Returned Payment	\$35.00

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

The APR for Purchases is 9.24%. Balance transfers will be subject to the APR for Purchases which is 9.24%. The APR for Cash Advances and Penalty is 24.99%.

The **Monthly Periodic Rate** for Purchases and balance transfers is 0.77%. The Monthly Periodic Rate for Cash Advances and Penalty is 2.0825%.

The **margin** added to the WSJ Prime Rate for the APR for Purchases and Balance Transfers is 5.99%. Your margin is the portion of your interest rate added to the Index value (WSJ Prime Rate) used to determine your APRs.

Information contained in this Fifth Third Bank Disclosure is accurate as of 12/31/09 and is subject to change thereafter.

The WSJ Prime Rate means the highest rate published in the “Money Rates” section of The *Wall Street Journal* at any time during the three months preceding the date on which the WSJ Prime Rate is determined. We determine the WSJ Prime Rate on the last business day of each month. Subject to Applicable Law, changes to the Monthly Periodic Rate and corresponding APR for Purchases may be applied to your existing Account balance and to subsequent Transactions effective as of the first business day of the month in which we determine the interest rate, subject to any interest rate limits or floors that would otherwise apply. Any increase or decrease in the WSJ Prime Rate will result in an increase or decrease in your Monthly Periodic Rate and the APR, and as a result, the finance charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal.

Explanation of Balance Subject to Interest Charges: This balance is the sum of the average daily balances for two billing cycles. The first balance is for the current billing cycle, and is figured by adding the outstanding balance (including new purchases and deducting payments and credits) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. The second balance is for the preceding billing cycle.