



**FIFTH THIRD**

## **Terms & Conditions Applicable to Fifth Third MyAdvance®**

Fifth Third MyAdvance® (MAV) is an **expensive form of credit** used to assist with short-term financial emergencies or unexpected financial needs and is provided by Fifth Third Bank, National Association. This document provides the terms and conditions that apply to Fifth Third MyAdvance (the "Agreement"). Please read this Agreement carefully and contact us with any questions. By signing below and enrolling in MyAdvance, you agree to the terms and conditions set forth in this Agreement and acknowledge your understanding and receipt of a copy of this Agreement.

For additional information and terms applicable to your Associated Account (defined below), please review the current version of the Deposit Account Rules & Regulations.

**Billing Rights:** We provide information about your rights to dispute transactions and how to exercise those rights in this Agreement.

### **Definitions**

- "You" and "your" means any person who has ownership rights in the Associated Account. If there is more than one account owner, these words mean each owner separately and all owners jointly. Your address, telephone number, and other identification information are as recorded in the Associated Account records. You confirm that your account information is accurate, and you promise to keep it so.
- "We," "us," and "our" mean Fifth Third Bank, National Association, also referenced as "the Bank."
- "Associated Account" is the consumer checking account to which Fifth Third MyAdvance is attached and into which you receive Qualified Direct Deposits that meet the eligibility criteria specified in this Agreement.
- "Advance" means a transaction in which you draw funds from the Fifth Third MyAdvance line of credit.
- "Advance Balance" means the amount outstanding for a particular Advance, including the related cash advance fee assessed for the Advance, less any payments received.
- "Credit Limit" is the total amount of credit that may be advanced on your MyAdvance line of credit.
- "Direct Deposit" is an Automated Clearing House (ACH) credit, which may include payroll, pension, person-to-person (P2P) or government payments (such as Social Security).
- "Qualified Direct Deposits" are Direct Deposits of \$100 or more made to your Associated Account.
- "Line" – The total amount of your line of credit.

### **Eligibility**

**You will only be eligible to obtain a Fifth Third MyAdvance line of credit, following a month-end recalculation, once you meet the following eligibility criteria. Please note, there is no credit check required for eligibility.**

- You must have an eligible Fifth Third Bank consumer checking account that will be associated with the MyAdvance line of credit (the "Associated Account").

**The following accounts are ineligible:**

- Fifth Third Basic Checking® accounts.
  - Fifth Third Express Banking® accounts.
  - Accounts where one or more owner(s) is a minor.
  - Accounts with non-personal ownership types, such as trust, conservatorship/guardianship, custodial, and representative payee accounts.
  - Accounts subject to legal process, such as a garnishment or levy, and accounts in a current bankruptcy proceeding.
  - Accounts that are currently overdrawn 15 consecutive days or more.
- All Associated Account owner(s) must have a Social Security Number (SSN) or Individual Tax

Identification Number (ITIN) and reside in AL, OH, KY, TN, MI, IL, FL, NC, SC, WV, GA or IN ("Eligible States"), as determined by your permanent address on file with Fifth Third.

### **Deposit Requirements**

**To count towards the deposit requirement, a deposit must be a Qualified Direct Deposit which is an individual Direct Deposit of \$100 or more.**

- A minimum of \$500 in Qualified Direct Deposits to the Associated Account during the previous 35 day period **and**
- At least 35 days of Direct Deposit history.

### **Continued Eligibility**

#### **Deposit requirements**

**To count towards the deposit requirements, a deposit must be a Qualified Direct Deposit which is an individual Direct Deposit of \$100 or more.**

- **MAV lines of credit opened 90 days or less must have:**
  - A minimum of \$500 in Qualified Direct Deposits to the Associated Account during the previous 35-day period.
- **MAV lines of credit opened 91 days or more:**
  - A minimum of \$500 in Qualified Direct Deposits to the Associated Account during the previous 35-day period **and**
  - A three-month average of \$500 or more in Qualified Direct Deposits to the Associated Account before the next Credit Limit calculation which happens on the last business day of the month.

**We reserve the right, at our sole discretion, to suspend access to or close your Fifth Third MyAdvance line of credit.**

**The following events will result in a suspension of access to your Fifth Third MyAdvance line of credit:**

- Beginning at month 7 (181 days), if the total balance of any Advances you have taken reaches your Credit Limit at any point in the month for three consecutive months, you will not be eligible for an Advance for 30 days, beginning on the first business day of the following month (a "Cooling-Off Period"). At the expiration of this Cooling-Off Period, you may once again take Advances. However, your Credit Limit is recalculated monthly and may be different at the expiration of the Cooling-Off Period. See the "Credit Limit" section of this Agreement for more information.
- If your Associated Account changes to an ineligible account ownership type, you will not be eligible for an Advance.
- If any Associated Account owner moves to a state where Fifth Third MyAdvance is not offered (any state other than the Eligible States), you will not be eligible for an Advance.
- If your Associated Account is subject to legal process, such as a garnishment or levy, you will not be eligible for an Advance.
- If your Associated Account **does not** have Qualified Direct Deposits totaling \$500 in the last 35 days, you will not be eligible for an Advance.
- If the monthly Qualified Direct Deposits for MAV lines of credit opened 91 days or more do not average \$500 or more, you will not be eligible for an Advance.
- If the Associated Account is overdrawn, and your available credit is less than the amount necessary to bring the account to at least a zero (\$0) balance, you will not be eligible for an Advance.
- If the Associated Account is overdrawn on 20 or more occurrences in the current month plus one previous calendar month or has 20 or more Overdraft Protection transfers in the current month plus one previous calendar month, you will not be eligible for an Advance for 60 days.

***\*Once the reason for the suspension is resolved, access to your MAV line of credit will typically be restored within one to several days. However, some restorations may not occur until the first business day of the following month.***

**The following events will result in the termination and closing of your Fifth Third MyAdvance line of credit:**

- The Associated Account is closed.
- The Associated Account is in continuous overdraft status for more than 15 consecutive days.
- The Associated Account is subject to bankruptcy.
- If the 45-day Automatic Repayment does not fully satisfy the Advance amount due.
- You violate terms of this Agreement.

### **Fifth Third MyAdvance Availability**

Your Fifth Third MyAdvance line of credit will be opened when all of the following have occurred: (1) You meet the eligibility criteria and the terms and conditions set forth in this Agreement; (2) You sign this Agreement; and (3) Fifth Third makes funds available for Advance. In most cases, your Fifth Third MyAdvance line of credit will be open no later than the second business day after you sign this Agreement.

### **Associated Accounts with Joint Ownership**

If there is more than one owner of an Associated Account, any Joint Owner can take an Advance. Joint Owners are jointly and severally liable for any use of the Fifth Third MyAdvance line of credit. Any Associated Account owner may request changes to the Fifth Third MyAdvance account. To do so, visit any Fifth Third branch or call us at 800-972-3030.

### **Advances**

You may request an Advance via online banking at 53.com, mobile banking, by calling our automated customer service line at 800-972-3030, or in person at any Fifth Third branch located in one of the Eligible States. Each Advance is deposited into your Associated Account.

- Any time you use your MAV line of credit, you are taking an Advance and you will establish an Advance Balance.
- Advances may be made in any whole dollar amount, with a minimum Advance of \$1.00.
- You may take multiple Advances and take Advances as often as you like.
- The total balance of any Advances you have taken may not exceed your Credit Limit. See the "Continuing Eligibility" section for additional information.
- We calculate your MyAdvance line of credit balance by adding amounts advanced, including applicable fees, and subtracting any payments.

Note: If the Associated Account has a negative balance, the Advance will first be used to bring the balance of the Associated Account positive prior to any amount being available for withdrawal.

**Cut-off time information:** If you are in a situation where the funds in your Associated Account may be insufficient to cover checks or other items that will post to your Associated Account, you may advance using Fifth Third MyAdvance to avoid the overdraft if your Credit Limit allows for it and if your access has not been suspended or terminated. In order for an Advance to cover any items that may post to your account that night, the Advance must be taken before 11:59:59 p.m., ET.

### **Credit Limit**

Your Credit Limit is automatically recalculated on the last business day of each month, based on the new average of your Qualified Direct Deposits and updated on the following business day. **The minimum Credit Limit amount is \$50, and the maximum Credit Limit amount is \$1000.**

**Credit Limit calculation:** Your Credit Limit is determined monthly, based on the age of the Associated Account, the number of days the MyAdvance line of credit has been opened and the amount of Qualified Direct Deposits made to the Associated Account by the last business day of the month.

MAV lines of credit opened 90 days or less must have a minimum of \$500 in Qualified Direct Deposits to the Associated Account within the previous 35-day period.

MAV lines of credit opened 91 days or more must have a minimum of \$500 in Qualified Direct Deposits to the Associated Account during the previous 35-day period **and** must also average \$500 or more in monthly Qualified Direct Deposits to the Associated Account (for the last three months) prior to the next Credit Limit calculation. The calculation is then based upon a percentage of the total amount of Qualified Direct Deposits during the previous 35-day period **or** the average amount of all Qualified Direct Deposits during the past three (3) months, **whichever is less**. The amount of the credit limit rounds down to the nearest whole \$25 denomination.

No matter what day of the month it is when the MAV line of credit is opened, that day becomes Day 0. Begin counting forward from there.

To calculate your Credit Limit, start by identifying the age of the Associated Account.

Please note, Associated Accounts reaching 18 months of age, after application, will reflect the new Credit Limit once the month end recalculation has been completed.

Age of Associated Account at application or month end recalculation – Less than 18 months			
Age of MAV Line of Credit <i>from Opening Day (Day 0)</i>	% of Qualified Direct Deposits (QDD) Used in Calculation of Credit Limit <i>Credit limit calculations happen on the last business day of a calendar month. Updated credit limit goes into effect on the following day.</i>	Credit Limit Amounts	
		MIN	MAX
<b>First 90 days</b>	<b>10%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be \$QDD total from past 35-day period x .10	<b>\$50</b>	<b>\$100</b>
<b>From day 91 through day 180</b>  <i>over 3 months</i>	<b>10%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be the lesser amount of either: \$QDD total from past 35-day period x .10 <b>OR</b> \$QDD average from past three months x .10	<b>\$50</b>	<b>\$200</b>
<b>From day 181 through day 365</b>  <i>over 6 months</i>	<b>15%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be the lesser amount of either: \$QDD total from past 35-day period x .15 <b>OR</b> \$QDD average from past three months x .15	<b>\$50</b>	<b>\$300</b>
<b>From day 366 through day 544</b>  <i>over 12 months</i>	<b>25%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be the lesser amount of either: \$QDD total from past 35-day period x .25 <b>OR</b> \$QDD average from past three months x .25	<b>\$50</b>	<b>\$500</b>
<b>From day 545 onward</b>  <i>over 18 months</i>	<b>35%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be the lesser amount of either: \$QDD total from past 35-day period x .35 <b>OR</b> \$QDD average from past three months x .35	<b>\$50</b>	<b>\$1000</b>
Age of Associated Account at application or month end recalculation – 18 months and older			
<i>The age of the MAV line of credit is not a factor when the Associated Account is 18 months and older.</i>	<b>35%</b> Associated Account received a minimum of \$500 in Qualified Direct Deposits within the last 35 days.  Credit Limit Amount will be the lesser amount of either: \$QDD total from past 35-day period x .35 <b>OR</b> \$QDD average from past three months x .35	<b>\$50</b>	<b>\$1000</b>

The Bank reserves the right, at any time and upon notice when required by applicable law, to modify your Credit Limit, including reducing the Credit Limit to \$0, based on your use of Fifth Third MyAdvance, your handling of the funds in your Associated Account and other factors, at the Bank's sole discretion. You may review your Credit Limit on your monthly Associated Account statement.

## Cash Advance Fee

For borrowers other than those covered under the Military Lending Act, the following fees apply:

Age of MyAdvance Line	Fee Amount
MyAdvance opened 18 months or less (544 days or less)	<b>5%</b> of the amount of each Cash Advance <b>or</b> \$0.05 for every \$1.00 advanced  Cash Advance minimum is \$1.00
MyAdvance opened more than 18 months (545 days or more)	<b>3%</b> of the amount of each Cash Advance <b>or</b> \$0.03 for every \$1.00 advanced  Cash Advance minimum is \$1.00

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

Sample 5% Cash Advance fee calculation:

Advance Amount	Cash Advance Fee
\$50.00	\$2.50
\$100.00	\$5.00
\$200.00	\$10.00
\$500.00	\$25.00
\$800.00	\$40.00
\$1,000.00	\$50.00

Sample 3% Cash Advance fee calculation:

Advance Amount	Cash Advance Fee
\$50.00	\$1.50
\$100.00	\$3.00
\$200.00	\$6.00
\$500.00	\$15.00
\$800.00	\$24.00
\$1,000.00	\$30.00

**Your Rights Under The Military Lending Act (MLA):** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Oral Disclosures:** In order to hear important Military Lending Act disclosures and payment information provided in this Agreement, please call 877-899-0815.

## Promise to Pay

For value received, you agree to pay us any and all Advances and applicable cash advance fees pursuant to this Agreement. There are three methods of repayment ("Payments"):

### 1. Automatic Payment from Qualified Direct Deposits

When you enroll in MyAdvance, you authorize us to electronically debit the Associated Account in an amount sufficient to pay off any prior Advance Balance from your next Qualified Direct Deposit(s).

**Important Note about Qualified Direct Deposits:** A Qualified Direct Deposit is an Automated Clearing House (ACH) credit to your Associated Account, which may include payroll, pension, person-to-person (P2P), transfers from other banks or government payments (such as Social Security). Any Qualified Direct Deposit amount of \$100 or more that is electronically deposited directly into your Associated Account (not through transfer between Fifth Third Bank accounts or ATM deposits), regardless of the payment sources, will be eligible to be used as repayment of the Advance Balance at the time of the deposit.

### 2. Manual Payment

You may make payments to your outstanding Fifth Third MyAdvance Advance Balances at any time through online banking at 53.com, mobile banking, by calling 800-972-3030, or in person at any Fifth Third branch.

### 3. Automatic Repayment

In the event that automatic repayment from Qualified Direct Deposits and any manual payments are insufficient to pay off an Advance Balance within forty-five (45) calendar days following the date of the Advance, the Bank will automatically debit your Associated Account for the amount of any remaining Advance Balance ("Automatic Repayment"). If the 45th calendar day is not a business day, the automatic debit will occur at the end of the next business day.

**Important:** If there are insufficient funds in your Associated Account to satisfy the Advance Balance at the time of the Automatic Repayment, all outstanding advances will come due and **your MyAdvance line of credit** (but not the Associated Account) will be permanently closed as a result of the Automatic Payment failure.

**Important Note About Payments:** In the event we initiate a MyAdvance payment from a Fifth Third held account (including, but not limited to, the Associated Account) and the account lacks sufficient funds, you will not be charged any additional fees in connection with the MyAdvance payment beyond the disclosed cash advance fee and your Fifth Third held account will not be closed due to the lack of sufficient funds. However, payments from your Fifth Third held account(s) to repay MyAdvance will reduce your account balance(s), which could result in other fees being assessed to your account, and your Fifth Third held account will remain subject to closure for any other permissible reason.

## Application of Payments

Payments are applied to your oldest outstanding Advance Balances first, followed by each subsequent Advance in the order they were taken. In the event that any payments are insufficient to satisfy the full Advance Balance, repayment will be applied first to the applicable cash advance fee, then to the remaining Advance Balance.

## Associated Account Closure

If you request that Fifth Third close your Associated Account when there is any Advance Balance, the Bank will automatically deduct the balance due for your MyAdvance Advance Balances from the balance in your account before closing it. If there are insufficient funds in the Associated Account to satisfy all Advance Balances at the time you request closure, you will still be obligated to pay the Advance Balances. You will be unable to close the Associated Account until all amounts due under this Agreement are paid.

## Statements

Details of your MyAdvance Advances, including cash advance fees, Advance Balances, payments and credits, and your Credit Limit will appear on a combined monthly statement for your Associated Account and Fifth Third MyAdvance line of credit.

## Default and Remedies

You will be in default of the Agreement if any of the following circumstances occur:

- You fail to meet the eligibility criteria specified in the “Eligibility” section of this Agreement.
- Any cause for suspension of access to the MyAdvance line of credit or closure of the MyAdvance line of credit occurs, as detailed in the “Continuing Eligibility” section of this Agreement.
- You violate any terms of your Associated Account agreement or Deposit Account Rules & Regulations.
- There has been fraud or material misrepresentation by you in connection with Fifth Third MyAdvance or the Associated Account.
- You fail to meet the repayment terms of Fifth Third MyAdvance.
- Your actions or inactions have adversely affected our security interest in the Associated Account.
- Your death.
- You are, or become, an executive officer of Fifth Third Bank; and your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law. “Federal law” includes regulations and interpretations of federal agencies. “Your indebtedness” includes any debts attributed to you by Federal law.

In the event you default under this Agreement, we have the rights and remedies listed below, in addition to any other rights and remedies we have by law. These rights are in addition to the actions we may take based on your failure to meet the eligibility requirements, including suspending your right to obtain Advances. Our rights are subject to any applicable notice and right to cure. We may:

- Require you to pay all outstanding Advance Balances before the scheduled due date.
- Off set your total outstanding Advance Balances against any account you have with us.
- Suspend your ability to take Advances under this agreement or terminate your MyAdvance line of credit.
- Pursue any other method permitted by law to collect any outstanding debts.

## Change in Terms

We reserve the right to change the terms of this Agreement at any time by providing notice to you of such changes. Such changes may apply to any outstanding Advance Balances as well as to future Advances. By continuing to use Fifth Third MyAdvance or keeping your Associated Account open, you are accepting the change in terms, or you may decline the change in terms by no longer using Fifth Third MyAdvance following the effective date of the change, or by requesting that we close your Fifth Third MyAdvance line of credit. You may contact us at 800-972-3030 or visit a local Fifth Third Bank branch to close your Fifth Third MyAdvance line of credit.

## Alternative Forms of Credit

Fifth Third MyAdvance is designed to fulfill a short-term funding need and not for use as a continuous source of funds for basic financial maintenance. **If you would like more information about less expensive options, please visit a Fifth Third branch, call us at 800-972-3030, or visit 53.com.** By requesting an Advance, you acknowledge and agree that you have had an opportunity to consider other credit products or services and understand Fifth Third MyAdvance to be an appropriate service based on your needs.

## Governing Law

You understand that we are a federally chartered institution located in Ohio. This Agreement, including the fees, shall be governed by and interpreted in accordance with federal laws that apply to federally insured depository institutions (including without limitation 12 U.S.C. § 1831d), and, except as preempted by federal law, by the laws of the State of Ohio where we are located. You have accepted this Agreement without regard to Ohio's conflict of law principles.

## Security Interest in Associated Account

You acknowledge and agree that Fifth Third, for itself and as agent for any affiliate of Fifth Third Bancorp, is



granted a security interest in and may, at any time, off set against any balance in the Associated Account and/or any account owned by a signer of the Associated Account, any debt owed to Fifth Third by any person having the right to take Advances using Fifth Third MyAdvance. A debt includes, but is not limited to, any unpaid Advance Balance. This security interest is subordinate to any right of setoff we have against your Associated Account.

## **Costs of Collection**

You agree to pay the costs we incur to collect this debt in the event of your default as permitted by applicable laws. In the event we have to collect the outstanding balance on the Fifth Third MyAdvance line of credit through your bankruptcy proceeding, voluntary or otherwise and without regard to your state of residence, these costs will include our reasonable attorney's fees and other related collection costs to the extent allowed by applicable law, for an attorney who is not our salaried employee.

## **Arbitration Agreement** – Effective for accounts opened ON OR AFTER August 19, 2019.

**1. NOTE: If you are a Covered Borrower under the Military Lending Act Regulations (10 U.S.C. § 987), you are not required to submit to arbitration in the case of a dispute. If you were a Covered Borrower under the Military Lending Act Regulations with regard to any prior agreement, this arbitration clause does not cover any claims related to that prior agreement.**

**2. Claim Definition.** "Claim" is defined as 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 Paragraphs 1-8, the entire Agreement, or any prior agreement. Claim includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to: (a) the line of credit described by the Agreement or any prior agreement; (b) any balances related to the line of credit; (c) advertisements, promotions or oral or written statements related to the line of credit or the terms of financing; and/or (d) your use of MyAdvance.

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

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

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

**6.** The AAA Rules and forms of the AAA may be obtained by calling 800-778-7879 or by visiting the AAA's Web site at [www.adr.org](http://www.adr.org). All Claims must be filed at any AAA office. There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount



equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U. S. C. §§ 1 et seq., as amended ("FAA"). The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

**7.** As solely used in this Arbitration Agreement Section, Paragraphs 1-8, the terms "we" and "us" will for all purposes mean Fifth Third Bank, National Association, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives. Paragraphs 1-8 will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

**8.** No Waiver by Us. We will not lose any of our rights if we delay taking any action for any reason or if we choose, at any one time or more than one time, to waive the enforcement of any right we have under this Agreement. If this happens, we may always enforce our rights later and take actions when we choose and without advance notice to you, to the extent allowed by the Agreement and applicable law. You do not have to receive notice from us of any waiver, delay, demand or dishonor.

### **Communication: Telephone Monitoring and Recording**

Telephone Monitoring and Recording. You agree that we may monitor and/or record phone calls to ensure that you receive quality service and for training purposes.

### **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.

### **What to Do If You Find a Mistake on Your Statement**

If you have a question or think there is an error concerning an MyAdvance transaction, write to us at Fifth Third Bank, Attn: Disputes Resolution Department, MD 1MOC2G, 5050 Kingsley Drive, Cincinnati, OH 45263.

In your letter, please give us all of the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

While we investigate whether or not there has been an error: We cannot try to collect the amount in question, or report you as delinquent on that amount; The charge in question may remain on your statement; While you do not have to pay the amount in question, you are responsible for the remainder of your balance; We can apply any unpaid amount against your credit limit.

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

- If we made a mistake: You will not be responsible for the amount in question if charged in error, or the cash advance fees related to any questioned amount charged in error.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable cash advance fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
  - If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow these rules, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## Acknowledgement:

I have read and acknowledge the Agreement above and accept the Terms and Conditions for use of the MyAdvance line of credit, including the Arbitration Agreement.

I authorize Advances and related cash advance fees to be automatically repaid from my NEXT Qualified Direct Deposit(s) of \$100 or more. If sufficient Qualified Direct Deposit(s) of \$100 or greater do not occur within 45 days from the date of the Advance and an Advance Balance remains, then I authorize and understand that the Associated Account will automatically be debited for the outstanding Advance Balance.

I understand that any automatic repayment of Advance Balances reduces the amount that would otherwise be available to me in my Associated Account for other bills and expenses. Direct Deposit payments are Automated Clearing House (ACH) credits, which may include payroll, pension, person-to-person (P2P) or government payments (such as Social Security).

I understand that, in order to remain eligible for a Fifth Third MyAdvance line of credit (90 days or newer), the Associated Account must have Direct Deposits of \$500 (or more) in the last 35-day period. Once the Associated Account is 91 days or older and goes through the next month end recalculation, Qualified Direct Deposits of \$500 (or more) in the last 35 days and at least average \$500 (or more) over the last three (3) months are required. The Credit Limit calculation is then based upon the lesser of the two values.

I understand that, beginning month 7 (181 days), if the total balance of any Advances I take reaches my Credit Limit at any point in the month for three (3) consecutive months, I will not be eligible for an Advance for 30 days, beginning the first business day of the following month (a "Cooling-Off Period"). I further understand that failing to abide by the rules in the Continued Eligibility section may result in the suspension or termination of my MyAdvance Line of Credit.

I agree that I have read and understand these terms and conditions, including but not limited to the above repayment and qualification statements, as well as the Arbitration Agreement.