

**For Assistance with Real Life Rewards®**

The **Rewards Service Center** is available at **800-449-2142**  
Monday - Friday, 9am to 9pm, Saturday 9 am to 7 pm, ET.  
Information is also available on the web at: 53.com Online Banking

**For Assistance with Fifth Third Private Bank Rewards<sup>SM</sup>**

The **Private Bank Client Service Center** is available 24 hours,  
seven days a week at 866-488-0017 (select option 2 for **Rewards  
Service Center**, which is available Monday - Friday, 9am to 9pm,  
Saturday 9am to 7pm, ET, or dial directly at 800-449-2142).  
Information is also on the web at: 53.com Online Banking.

## Fifth Third Real Life Rewards® Program Terms and Conditions Fifth Third Private Bank Rewards<sup>SM</sup> Program Terms and Conditions

This document ("Agreement") describes how the Fifth Third Bank Real Life Rewards® Program and the Fifth Third Private Bank Rewards<sup>SM</sup> Program work, and is your contract with us.

**Acceptance of Agreement.** You accept this Agreement if you use your Rewards Product or any feature of the Rewards Program. This version of the Agreement takes the place of any earlier versions.

**Changes to the Agreement.** We reserve the right to add to, cancel, suspend and/or change the Agreement, the Rewards Program, and/or Rewards, at any time. For example, we may add new terms or delete terms, change how you earn Rewards Points, or change how you use Rewards Points, or change what you can get with your Rewards Points. Certain changes, suspensions, or cancellation could result in your forfeiture of earned Rewards Points and/or a change in the redemption of any unused Rewards. We may supplement this Agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this Agreement.

**Notice of Changes.** We will notify you of any material changes to this Agreement in writing, which, at our option, may be delivered to you electronically by email or through our online services such as 53.com or the 53 Mobile App. We'll give you notice of other changes to the Rewards Program or Agreement by posting an updated copy of this Agreement on our website, 53.com/rewards. We won't provide notice when we change what you can get with your Rewards Points. You understand and agree that we can make these changes at any time. You can see what you currently can get with your Rewards Points at our website, 53.com/rewards. Future availability of any specific items is not guaranteed.

### **DEFINITIONS**

**Agreement:** the Fifth Third Real Life Rewards Program Terms and Conditions and the Fifth Third Private Bank Rewards Terms and Conditions.

**Business Rewards Card:** a Rewards Card issued by Fifth Third Bank, National Association for business purposes; it is not offered for personal family or household purposes. A Fifth Third Professional credit card is a Business Rewards Card.

**Program Administrator:** the third party service provider under contract with Fifth Third Bank, National Association that hosts the Rewards Program website and services the Rewards Program.

**Purchase(s):** the dollar value of goods and services paid by using your Rewards Card after your open or enrollment date (whichever is later), minus any credits, returns or other adjustments as reflected on the account statement for your Rewards Card. Purchases do not include any Fifth Third fees, service charges or interest charges; unauthorized charges; cash advances; ATM transactions; Ready Reserve Overdraft Protection transactions; balance transfers; Convenience Checks; or quasi-cash transactions (person-to-person money transfers, casino gaming chips, lottery tickets, money orders, wire transfers, travelers checks, foreign currency, or similar transactions).

**Reward:** an item that is offered on the Rewards Program website.

**Rewards Card:** a Fifth Third Bank credit or debit card offering Rewards. This may include credit and debit cards that have been grandfathered into the Rewards Program (have existing Points that have not been redeemed) but no longer earn Rewards Points. Please check with your local banking center to find out if your Fifth Third Bank debit or credit card offers Rewards. *Private Bank Clients:* Please check with your Fifth Third Private Bank Advisor or call the Private Bank Client Service Center to find out if your Fifth Third debit or credit card offers Rewards.

**Rewards Point(s):** Point(s) that we offer and you may earn under the Rewards Program.

**Rewards Products:** Rewards Card Accounts and other products that offer Rewards. This may include products such as Rewards Checking Accounts and Fifth Third Preferred Checking Accounts that have been grandfathered into the Rewards Program (have existing Points that have not been redeemed) but no longer earn Rewards Points.

**Rewards Program:** the Fifth Third Bank Real Life Rewards Program and the Fifth Third Private Bank Rewards Program.

**we, us, or our:** Fifth Third Private Bank (a division of Fifth Third Bank, National Association), Fifth Third Bank, National Association, and all of its affiliates and subsidiaries.

**you, your, or yours:** each person using the Rewards Program.

### **REWARDS POINTS ACCUMULATION**

**Rewards Point Balance.** Rewards Point totals may be found on the Rewards Program website. These totals show your accumulated Points across all your Rewards Products. If earned or redeemed Rewards Points result in a fractional amount, then such fractional amount will be rounded to the nearest whole number. For example, if Rewards Points total 3.216, you will be awarded 3 Rewards Points.

**Purchase Categories.** Merchants who accept your Rewards Card are assigned to categories based on their business type (e.g. gas, grocery store). Different card readers used by the same merchant may be assigned to different categories. All transactions at a particular card reader are included in the category assigned to that card reader. We do not control which categories card readers are assigned. We use merchant categories to identify which transactions qualify as Purchases and which Purchases qualify to earn bonus or promotional Rewards Points. From time to time, transactions may be prevented from earning Rewards Points, and Purchases may be prevented from earning bonus or promotional Rewards Points, because the transaction occurs at a card reader that is assigned to a category that does not qualify to earn Rewards Points or bonus or promotional Rewards Points.

**Promotional Offers:** From time to time we may make promotional offers, including Bonus Rewards Points offers. These offers are subject to the terms of the offer and this Agreement. These offers may be available only for a limited time, may include a limit on the number of Rewards Points you may earn, and may contain other conditions and limitations. See the offer for details.

**Accumulation.** Rewards Point accumulation varies by Rewards Product. See the chart below.

<b>Card Type</b>	<b>Point Accumulation</b>
<b>Fifth Third Cash/Back Card</b>	1.67 Rewards Points for each \$1 in Purchases.
<b>Fifth Third Preferred Cash/Back Card</b>	2 Rewards Points for each \$1 in Purchases.
<b>TRIO® Credit Card</b>	1 Rewards Point (1% cash back) for each \$1 in Purchases. Bonus Rewards: earn 2 Rewards Points (2% total cash back) for every \$1 spent on qualified gas, grocery store and drug store Purchases and 3 Rewards Points (3% total cash back) for every \$1 spent on qualified restaurant Purchases (on up to \$1,500 in combined qualified Purchases per calendar quarter). Earn 1 Rewards Point (1% cash back) on qualified Purchases after \$1,500.
<b>TRIO® Credit Card Fifth Third Preferred Banking</b>	1 Rewards Point (1% cash back) for each \$1 in Purchases. Bonus Rewards: earn 2 Rewards Points (2% total cash back) for every \$1 spent on qualified gas, grocery store and drug store Purchases and 3 Rewards Points (3% total cash back) for every \$1 spent on qualified restaurant Purchases.
<b>Fifth Third Equity Flexline<sup>SM</sup> Card</b>	1 Rewards Point for each \$3 in Purchases.
<b>World Debit<sup>TM</sup> Cards</b>	1 Rewards Point for each \$2 in Purchases.
<b>Business Rewards Cards</b> Opened before 4/11/13	1 Rewards Point for each \$1 in Purchases.
<b>Business Rewards Cards</b> Opened on or after 4/11/13	2 Rewards Points for each \$1 for restaurant, office supply stores and utility purchases, plus 1 Rewards Point for each \$1 in Purchases, and up to 2 Rewards Points total for each additional \$1 in Purchases when your total Purchases exceed \$100,000 per year. See details below.
<b>Business Rewards Cards</b> Originally opened with MB Financial	1.5 Rewards Points for each \$1 in Purchases.
<b>Fifth Third Private Bank Card</b> Opened before 11/12/2020	1.25 Rewards Points for each \$1 in Purchases, and up to 2 Rewards Points total for each additional \$1 in Purchases when your total Purchases exceed \$100,000 per year. See details below.
<b>Fifth Third Private Bank Card</b>	2 Rewards Points for each \$1 in Purchases.
<b>Cash Rewards Card</b>	1 Rewards Point (1% cash back) for each \$1 in Purchases. Bonus Rewards: earn 2 Rewards Points (2% total cash back) for each \$1 spent on qualified gas, grocery store and discount store Purchases (on up to \$1,500 in qualified Purchases per calendar quarter). (Example of a calendar quarter is: Jan/Feb/Mar.) Earn 1 Rewards Point (1% cash back) on qualified Purchases after \$1,500.
<b>Other Rewards Cards</b>	1 Rewards Point for each \$1 in Purchases.

**Details about Business Rewards Card Points Accumulation for Rewards Card Accounts Opened on or after 4/11/13.**

Rewards Point accumulation depends on your total annual Purchases from January 1st to December 31st each calendar year, as follows:

- 1 Rewards Point if the Purchase is part of your first \$25,000 in total annual Purchases.
- 1.25 Rewards Points if the Purchase is part of the 2nd \$25,000 in total annual Purchases.
- 1.5 Rewards Points if the Purchase is part of the 3rd \$25,000 in total annual Purchases.
- 1.75 Rewards Points if the Purchase is part of the 4th \$25,000 in total annual Purchases.
- 2 Rewards Points if the Purchase is part of your total Purchases in excess of \$100,000.

**Details about Fifth Third Private Bank World Elite Credit Card Points Accumulation.**

Rewards Point accumulation depends on your total annual Purchases from January 1st to December 31st each calendar year, as follows:

- 1.25 Rewards Points if the Purchase is part of your first \$50,000 in total annual Purchases.
- 1.5 Rewards Points if the Purchase is part of the next \$25,000 in total annual Purchases.

- 1.75 Rewards Points if the Purchase is part of the 2nd \$25,000 in total annual Purchases.
- 2 Rewards Points if the Purchase is part of your total Purchases in excess of \$100,000.

### **Details about TRIO Credit Card Points Accumulation — Fifth Third Preferred Banking.**

A membership in Preferred Banking at the time of account opening is required to (1) earn 2 Rewards Points for every \$1 spent on qualified gas, grocery store and drug store Purchases and 3 Rewards Points for every \$1 spent on qualified restaurant Purchases on all combined qualified Purchases per calendar quarter, and (2) earn Rewards Points that expire within 5 years or do not expire (See below for details regarding Loss of Points). A membership in Preferred Banking requires a combined balance of \$100,000 across all bank deposit accounts (Checking, Savings, bank CDs, bank IRAs, and money market deposit accounts), certain bank Investment Management Accounts (individual IMA, Managed and Self Directed IRA, and Custody accounts) and Fifth Third Securities accounts (Brokerage accounts, Brokerage IRAs, Passageway Managed Accounts, and variable annuities). We reserve the right to change your account type eligibility at any time. If you no longer meet the requirements for a membership in Preferred Banking, we may work with you to determine an alternate product or modify the terms of your points accumulation and expiration.

**Authorized Users.** Authorized users may earn Rewards Points on behalf of the primary account holder but may not redeem Rewards Points.

### **LOSS OF POINTS**

**Expiration.** Rewards Points (including cash back) generally expire.

- Rewards Points generally expire within 3 years. However,
- Rewards Points earned on Business Rewards Cards, Fifth Third Preferred Credit Cards, and Visa Signature Cards, expire within 4 years;
- Fifth Third Private Bank World Elite, Fifth Third Private Bank, Fifth Third Cash/Back and Fifth Third Preferred Cash/Back Rewards Points do not expire.
- TRIO Credit Card - Fifth Third Preferred Banking Rewards Points earned before 11/21/2019 expire within 5 years and points earned on or after 11/21/2019 do not expire.

**Calculation of Expiration Period.** Rewards Points expire on their expiration date. Rewards Point expiration is measured year over year based on the original date on which your rewards-eligible account was opened or enrolled in Rewards (Anniversary Date), whichever is later. All Rewards Points earned during a 12 calendar month period (starting with the month of the Anniversary Date) will expire within 3, 4 or 5 years (based on the product type) of the last day of the month of the Anniversary Date.

For example, if you open a credit card with a 3 year Rewards Point expiration on June 15, 2019, your enrollment Anniversary Date is June 1st. All Rewards Points earned from June 2019 to May 31, 2020 will have an expiration date of June 30, 2022. Because Rewards Point expiration occurs on the last day of the month of the Anniversary Date, only the Rewards Points earned in the actual month of enrollment or any anniversary thereof will enjoy the full 3, 4 or 5 years of expiration value.

**Forfeiture.** Rewards Points earned with your Rewards Product will be forfeited if your Rewards Product is closed for any reason, and you will not be able to redeem the Rewards Points.

**Cancellation.** We may cancel your enrollment in the Rewards Program, and terminate your ability to earn or redeem Rewards Points, if we suspect or know that you have committed fraud, are abusing the Rewards Program, or you violate this Agreement or any applicable Rewards Program terms and conditions. Violating this Agreement may include but is not limited to an attempt to sell, exchange or otherwise transfer Rewards Points or any instrument exchangeable under the Rewards Program to a third party or not using the Rewards Program as intended.

### **REDEMPTION**

**Conditions and Limitations.** To redeem Rewards Points for Rewards, your Rewards Product must not be closed for any reason. You may not redeem Rewards Points associated with a Rewards Card that has been blocked because it was reported as lost or stolen or is 60 or more days past due. All Rewards are subject to availability. Specific restrictions and/or terms and conditions may accompany each Reward. Please see the Rewards Program website for details. Please review carefully the terms and conditions applicable to specific Rewards before redeeming. Reasonable efforts have been made to ensure that the information provided about the Rewards Program is accurate; however, we are not responsible for errors or omissions. Rewards Point redemptions are final and cannot be reversed once made.

**Redemption Calculations.** Rewards Points with the shortest time until expiration are redeemed first.

**Business Rewards Products – Business Entity and Cardholders.** Rewards Points can only be redeemed once. The business entity can access and redeem all available Rewards Points earned on a Business Rewards Product. The cardholder of a Business Rewards Card may potentially be able to access and redeem points earned using that card. To try to prevent such personal redemptions, the business entity may request a Rewards Points transfer (once a month) from any Business Rewards Card cardholder's account to the business's primary account. Change of the Joint Account Holder is allowed for accounts with a Joint Account Holder waiver. In this case, Rewards Points will be transferred from the old Joint Account Holder to the new Joint Account Holder.

**Consumer Rewards Products Co-applicants.** Each co-applicant generally may redeem all the available Rewards Points on a Rewards Product. However, World Debit Rewards Points can only be redeemed by the co-signer associated with the Rewards Card that earned the Rewards Points. Rewards Points can only be redeemed once.

**Rewards Points Transfer.** If you want to transfer Rewards Points to another Rewards Program member, contact our Rewards Service Center. Please note you may only make one transfer per month. Your and the recipient's accounts must be open, not blocked because either was reported as lost or stolen or 60 days or more past due to transfer Rewards Points. The Rewards Points with the shortest time remaining until expiration will be transferred first. Rewards Points transferred are subject to the receiving account's expiration rules. Rewards Point transfers are final and cannot be reversed once made.

## **CASH REDEMPTIONS**

**General Cash Redemption Rules.** Cash redemptions are in the form of a check, an electronic deposit into a Fifth Third Bank savings or checking account, a payment made to the principal of an eligible Fifth Third Bank loan, or such other form as we may determine in our sole discretion. Cash redemption checks are not issued automatically; checks will be issued only upon request of the customer. Each check will be valid for ninety (90) days from its date of issue. If your Rewards account is closed before the check is created, then the cash reward will be forfeited (except if your card has been reported as lost or stolen, subject to verification). Cash redemption of Rewards Points redeemed through a business account is only available as a deposit to a business checking or business savings account, or as a statement credit to the Business Rewards credit account where applicable.

**Statement Credit.** Fifth Third Private Bank World Elite, Fifth Third Private Bank, Fifth Third Cash/Back and Fifth Third Preferred Cash/Back, TRIO®, Cash Rewards, Business Rewards (applicable for accounts originally opened with MB Financial) and World Elite Rewards Points may be redeemed as a statement credit to a Fifth Third Bank consumer rewards credit card account. Payment will be made 1 to 2 weeks after redemption if correct account information is provided. The Fifth Third consumer rewards credit card account must be open at least 48 hours prior to initiating redemption. The statement credit does not relieve you from your regularly scheduled payment obligations. Additional restrictions may apply.

**Fifth Third Mortgage, Installment Loan, or Line of Credit Redemption.** Rewards Points may be redeemed as a credit to certain Fifth Third mortgage, home equity, and installment loans. See the Rewards Program website for the list of eligible products. Payment will be applied to the principal amount of your loan. To process the mortgage credit, your Fifth Third mortgage loan must have had a payment post in the current month and be current. If your account is delinquent, when the credit posts, the order of payment application will be in accordance with the terms of your loan. The credit will be reflected on your account 1 to 2 weeks after redemption if correct account information was provided at redemption. The Fifth Third loan account must be open prior to initiating redemption. The credit does not relieve you from your regularly scheduled loan payments. Rewards Points redeemed through a business account may not be redeemed for credits on a loan.

**Fifth Third Bank Mortgage Auto-Redemption.** Sign up for automatic redemptions to pay down the principal of your Fifth Third mortgage loan. Once you've registered the last four digits of your Fifth Third mortgage account number and agreed to the terms and conditions on the Rewards website, each time your Rewards Points balance totals 2,500 Points, \$25 redemption will automatically be applied toward your Fifth Third mortgage principal. Please allow 14 days after reaching 2,500 Rewards Points for the credit to appear on your account. You may turn this auto-redemption function on or off on the Rewards website.

**Fifth Third Savings Account Redemption.** Rewards Points may be redeemed as a deposit into a Fifth Third savings account. The Fifth Third savings account must be open at least 48 hours prior to initiating redemption. Funds will be available 1 to 2 weeks after redemption if correct account information is provided at redemption. Additional restrictions may apply. Rewards Points redeemed through a business account may not be redeemed as a deposit into a consumer savings or checking account, but only as a deposit into a business savings or business checking account.

**Goal Setter® and 529 Savings Account Redemptions.** Redemptions made as a deposit into a Goal Setter or 529 savings account receive up to a 10% cash value bonus. The Goal Setter or 529 savings deposit bonus will be awarded per customer on only the first \$250 redeemed in a calendar year.

**Charitable Redemptions.** Please consult with your tax advisor as to the eligibility of a tax deduction and any timing requirements surrounding the redemption of Rewards Points for charitable donations.

**Stand Up To Cancer® (SU2C).** You will receive a letter from Stand Up To Cancer noting the Rewards redemption. If you select the Stand Up To Cancer redemption option, you consent to providing the name and the mailing address of the primary account holder for the Rewards Product, along with value of Rewards Points donated to the SU2C so SU2C is able to provide you a letter noting the redemption. If you do not wish for your information to be shared, you must choose another redemption option. Please consult with your tax advisor as to the eligibility of a tax deduction and any timing requirements surrounding the redemption of Rewards Points for charitable donations.

## **OTHER REDEMPTION INFORMATION**

**Restrictions.** Rewards are available while quantities last. Reward specifications are subject to change without notice. We reserve the right to substitute Rewards for items of equal or greater value. Rewards ordered at the same time may arrive separately. The manufacturer's warranty, if any, applies to Rewards.

**Gift Certificates/Gift Cards/E-Certificates.** Gift certificates/gift cards/e-certificates ("Certificate(s)") may not be resold, and are not transferable unless otherwise noted on the Certificate. You must notify the Rewards Service Center within 90 days to report non-receipt of a Certificate. We and our participating suppliers are not responsible for replacing lost, stolen or expired Certificates. Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Gift certificates and gift cards will be delivered by ground delivery service or first-class mail. E-certificates will be available for download or emailed to you. Certificates are not valid toward previous purchases and cannot be used as payment on existing account balances with either the participating merchant or Fifth Third. Certificates have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless stated otherwise. Certificates are void where prohibited by law. Unless otherwise stated, Certificates do not include federal, state or local taxes, which are your sole responsibility at time of redemption. Certificate use is subject to the terms and conditions printed thereon or that accompany the Certificate. Certificates are valid only at participating vendors; through the expiration date printed on the Certificate; and 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 Certificate, the policy of the supplier will determine whether you will receive credit or Certificate value for the difference. Additional restrictions may apply.

**Airline Tickets and Ticket Fee.** Rewards Points may be redeemed for travel on domestic or international airlines. The Rewards website displays the airlines in which you may book 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. A per-ticket booking fee for air travel is included in the Rewards Points 'price'. If the Rewards Payment Slider is used to redeem for airline tickets then the associated travel fee(s) must be paid with a credit or debit card. 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 are responsible for contacting the applicable airline for applicable lost ticket fees and/or replacement costs. Fifth Third Bank, National Association and the Rewards 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.

**Delivery.** Expedited shipping for merchandise may be available at an extra cost. If expedited shipping is available, the additional costs will be presented during the checkout process. Charges for non-standard or expedited shipping may be computed, assessed, collected and stated separately for sales tax purposes. We cannot deliver to a PO Box, APO Box or FPO Box. Most Rewards may be shipped to addresses in the 50 states plus Puerto Rico; however, additional shipping fees apply in Alaska, Hawaii and Puerto Rico. Certain items may have shipping restrictions outside of the 48 contiguous United States.

**Returns.** Rewards may not be returned or exchanged unless the Reward is damaged or defective when received. If a Reward is visibly damaged, if possible, please refuse delivery and call the Rewards Service Center. Return policy is as follows: Rewards must be in their original packaging (with the exception of Velvet Glove Service items) and with any included batteries, cables, remote controls, or other accompanying items. In no event will exchanges or returns be accepted more than 30 days after delivery.

**Velvet Glove Service.** Velvet Glove Service is available on select items. You will be contacted by the carrier to schedule the Velvet Glove Service delivery. The Velvet Glove crew will deliver your Reward to your shipping address, bring it into the premises, unpack it in the room of your choice (access permitting) and remove the packaging materials. They will not install or set up the Reward. Please be sure to inspect all delivered Rewards before signing that you accept the delivery. If you find an issue with your Reward, refuse delivery, ask the carrier to package, remove the Reward from the premises, and contact the Rewards Service Center. Once you accept delivery, no refunds, exchanges or replacements are allowed. Allow four (4) weeks for the delivery via Velvet Glove Service unless otherwise specified. A daytime phone number must be provided for orders that require Velvet Glove Service. Delivery appointments are available Monday through Friday, 9 am to 5 pm.

## **GENERAL REWARDS PROGRAM DETAILS**

**Law.** The Rewards Program and any Rewards are void where prohibited by federal, state or local law.

**Taxes.** You are responsible for any personal or business tax liability related to participation in the Rewards Program or as a result of Rewards 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 Rewards Program, as well as any expedited shipping or courier fees associated with the Rewards Program. Sales tax will be collected on shipping and handling fees, including any special shipping charges (where required by applicable law) determined with respect to the laws of the jurisdiction in which the shipping address for the Reward is located. Where permitted or required by applicable law, the charges for shipping and handling will be treated as an additional purchase price and subject to sales tax.

### **General Disclaimer:**

**YOU AND ANY BENEFICIARY OF THE REWARDS PROGRAM AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FIFTH THIRD BANK, NATIONAL ASSOCIATION, 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 YOUR PARTICIPATION IN THE REWARDS PROGRAM, THE RECEIPT OF ANY REWARDS PRODUCTS AND/OR SERVICES, OR OUR DECISION TO TERMINATE THE REWARDS PROGRAM. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FIFTH THIRD BANK, NATIONAL ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PROMOTION AGENCIES, AGENTS, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE REWARDS PROGRAM OR REWARDS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN THE PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM.**

**TO THE FULLEST EXTENT ALLOWABLE BY LAW, FIFTH THIRD BANK, NATIONAL ASSOCIATION AND ITS PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE REWARDS PRODUCTS AND/OR SERVICES OFFERED ON ANY RELATED WEBSITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. You agree to rely solely on the manufacturer's warranties, if any, for any Rewards redeemed through this program. **IF FIFTH THIRD BANK, NATIONAL ASSOCIATION IMPROPERLY DENIES REWARDS POINTS OR YOU ARE DENIED A BENEFIT OF THE REWARDS PROGRAM, OUR LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS POINTS.** All questions regarding Rewards, including without limitation the accrual and/or the fulfillment of Rewards, will be resolved solely by Fifth Third Bank, National Association. By participating in the Rewards Program you acknowledge that technical processing and transmission of the website may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Neither the Program Administrator nor Fifth Third Bank, National Association is responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Rewards Program or utilized by you, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Rewards Program website, or for any other technical or non-technical error or malfunction.

**Other Disclaimers.** Rewards Points (i) have no intrinsic value, other than the ability to purchase Rewards under the Rewards Program, (ii) are non-refundable and non-exchangeable, (iii) are non-transferable (except as permitted herein), and (iv) cannot be used as payment of any obligations to us or our affiliates, except to the extent specifically stated in this Agreement.

## **COMMUNICATIONS**

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

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

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

## **OTHER INFORMATION**

**Governing Law.** This Agreement is governed by applicable federal law and by Ohio law, without regard to Ohio's conflict of laws principles.

**Severability.** If any part of this Agreement is found to be invalid, the rest shall remain in effect.

**No Waiver.** We will not lose our rights under this Agreement because we delay or do not enforce them.

Deposit and credit products provided by Fifth Third Bank, National Association. Member FDIC.  Equal Housing Lender.

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.

Fifth Third Private Bank is a division of Fifth Third Bank, National Association.

Real Life Rewards and Private Bank Rewards are registered service marks of Fifth Third Bancorp.