



Simply Business Card Rates, Fees and Other Cost Information

FIFTH THIRD BANK

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0% Introductory APR for your first 12 Billing Cycles after the account is opened. After that, your APR will be 12.74% to 23.74% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% Introductory APR for your first 12 Billing Cycles after the account is opened. After that, your APR will be 12.74% to 23.74% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.74% . This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	29.99% This APR may be applied to your account if you: 1) Make a late payment; 2) Go over your credit limit; 3) Make a payment that is returned; 4) Use a Convenience Check that is not honored. How Long Will the Penalty APR Apply?: Once you become subject to this penalty APR, we may change your APR back to the respective APRs in effect for your Account if your Account is brought current and for the next six (6) consecutive Billing Cycles you pay (i) at least the Minimum Amount Due by the Payment Due Date and (ii) the Credit Limit is not exceeded.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
Fees	
Annual Fee	None
Transaction Fees	
• Balance Transfer	Either \$5 or 4% of the amount of each transfer, whichever is greater.
• Cash Advance	Either \$10 or 5% of the amount of each Cash Advance, whichever is greater.
• Convenience Check	Either \$5 or 4% of the amount of each check, whichever is greater.
• International Transaction	None
Penalty Fees	
• Late Payment	\$40
• Overlimit Fee	\$39
• Returned Payment Fee	\$39

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

Important Information About Introductory or Promotional Rates: If you transfer a balance at the introductory rate, any purchases you make with your card will be charged interest unless you pay the entire balance (including any transferred balances) in full by the payment due date. To avoid paying interest after the introductory rate expires, you must pay your entire balance on your billing statement by the payment due date.

Loss of Promotional Annual Percentage Rate (APR): We may end any promotional (including introductory) APR(s) and apply the standard APR for Purchases or Balance Transfers, as appropriate, if you make a late payment.

Prime Rate: Variable APRs are based on the 4.00% Prime Rate.

Variable APRs for Purchases and Balance Transfers: The Purchase and Balance Transfer APR is calculated using the Prime Rate (“Prime”) plus a margin (percentage we add to Prime) of 8.74%, 10.74%, 14.74% or 19.74%. The Cash Advance APR is calculated using Prime plus a margin of 21.74%.

Variable Based on Prime: The Prime Rate is published in the “Money Rates” section of the online version of *The Wall Street Journal (WSJ)*. We determine the Prime Rate two business days prior to the closing date of your billing cycle. Changes to the Daily Periodic Rate and corresponding APR for Purchases and Balance Transfers will be applied to your existing Account balance and to subsequent transactions effective the first day of the billing cycle in which we determine the interest rate. Any increase or decrease in the Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the interest charge and the Minimum Payment Due will change and may result in a smaller part of your payment being applied to reduce principal. Information contained in this Fifth Third Bank Disclosure is accurate as of 05/31/2022 and may have changed after that date. To obtain more recent information, please call us at 800-972-3030.

For More Information: Call Fifth Third Bank at 800-972-3030. **New York Residents** may contact the New York State Department of Financial Services at (800) 342-3736 or www.dfs.ny.gov for comparative information on credit card rates, fees, and grace periods.

Simply Business Card Account Disclosures

TERMS AND CONDITIONS OF OFFER: By submitting this Business Credit Card Application (the “Application”), each Borrower listed on this Application (collectively and individually, the “Borrower”) and each Joint Account Holder (collectively and individually, the “Joint Account Holder”) hereby:

1. Apply to Fifth Third Bank, National Association (“Fifth Third,” “Bank,” “we,” or “us”) and request that an account be opened in the name of the Borrower and that credit card(s) be issued on that account as indicated on this Application.
2. Agree to be bound by the terms and conditions of The Fifth Third Bank Agreement for Simply Business Mastercard (the “Agreement”), which governs each credit account, which we may update or amend from time to time, including the arbitration provision included in the Agreement, which may limit the Borrower’s legal rights, including the opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.
3. Represent that all credit products relating to this Application will be used solely for commercial or business purposes and not for personal, family, or household purposes.
4. Agree and acknowledge that the Joint Account Holder and Borrower, collectively and individually, are unconditionally, absolutely, and irrevocably liable to Fifth Third for the full and prompt payment and performance when due of any and all indebtedness or obligations incurred with respect to the credit products sought in connection with this Application, whether authorized or unauthorized.
5. The Joint Account Holder and Borrower authorize Fifth Third or its representatives to conduct an initial and ongoing comprehensive credit investigation of such Joint Account Holder and Borrower by using a third-party credit reporting agency. Joint Account Holder and Borrower authorize Fifth Third and its agents, employees, contractors, and delegates to answer any questions posed by applicable credit reporting agencies about Fifth Third’s experience with Joint Account Holder and/or Borrower related to any credit products relating to this Application and also to report that experience to one or more credit reporting agencies as required by law or regulation.
6. Represent, warrant, and certify that: (i) (if an individual) he or she is at least 18 years of age and a United States citizen or a permanent resident of the United States; (ii) all information contained in this Application or any of the credit products relating thereto or otherwise provided to Fifth Third (orally, in writing or through third parties) is true, complete and correct in all material respects and does not fail to disclose any fact necessary to make such disclosed matters not misleading; (iii) no Borrower or Joint Account Holder has filed nor intends to file any bankruptcy, insolvency, reorganization or other similar proceeding; and (iv) no Borrower or Joint Account Holder is party to any lawsuit or other proceeding which has not otherwise been disclosed to Fifth Third. The requested account or credit products may not be issued if this form is altered, or the information on it is not complete, accurate, or verifiable.
7. Authorize Fifth Third to investigate, review, and verify their credit and employment histories and any other information in order to process this application, service the applicable credit product or account, manage the relationship, and for any other legitimate business purpose. Joint Account Holder and Borrower authorize Fifth Third to share with others, to the extent permitted by law, such information as its credit experience with Joint Account Holder or Borrower.
8. Acknowledge and agree that (i) the Joint Account Holder and Borrower’s obligation to repay any indebtedness resulting from this Application becomes effective upon the date of this Application notwithstanding the fact that the indebtedness may not be incurred until the time any of the cards are used to access the credit product; (ii) this Application does not obligate Fifth Third to extend any credit to any party; and (iii) Fifth Third may retain this Application regardless of whether credit is in fact made available and once completed this Application shall remain the property of Fifth Third; and (iv) Fifth Third will mail a copy of the Agreement to the Borrower and Joint Account Holder and other applicable agreements if we approve this Application.
9. Borrower represents, warrants, and certifies that: (i) the company’s name set forth herein is identical to the company’s name as reflected on the official records of its jurisdiction of formation, or in the case of a trade name, is a properly registered trade name with all appropriate governmental offices; (ii) the copies of the Governing Documents (as defined below) given to Fifth Third in connection with this Application are true, complete and correct and contain all amendments; and (iii) the company is duly organized, validly existing and in good standing in all appropriate jurisdictions.
10. Understand and agree that the Agreement includes an arbitration provision that allows either of us to elect to resolve, among other things, any claim by arbitration, in which case, neither of us generally will have the right to have the claim resolved by a judge or jury. You will not have the right to participate as a representative or member of any class of claimants pertaining to any claim, controversy, or dispute subject to arbitration. Other rights that you would have if you went to court may also not be available in arbitration. For additional information, see the Agreement or write to us at: Fifth Third Bank, Attention: Disputes Resolution Department, 5050 Kingsley Drive, MD 1MOCBX, Cincinnati, Ohio 45227.

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 also agree that these contacts are not unsolicited for purposes of any state or federal law. You agree to contact 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. You agree to contact at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry. You understand that communications may result in additional mobile, text message, data charges, or other charges. You also agree to contact at any email address you provide to us or any other person or company that provides any services in connection with your account.

Governing Law: Ohio law governs this Agreement and your Account. They govern without regard to internal principles of conflicts of laws.

California Residents: A married applicant may apply for a separate account. **New York, Rhode Island, and Vermont Residents:** A consumer credit report may be requested in connection with this application or in connection with updates, renewals, or extensions of any credit granted as a result of this application. Upon request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. You consent to the obtaining of such reports by signing or otherwise submitting a credit application. **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that all credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who opens an account. To process your application we will ask for your name, street address, date of birth, and other identifying information. We may also ask for identifying documents. We are required to follow this procedure each time an account is opened.

Rates, Fees, and Terms May Change: As described in the Agreement, we reserve the right to change the terms of your account (including APRs) at any time, for any reason, in addition to the APR increases that may occur for failure to comply with the terms of your account. We also reserve the right to change the benefit features associated with your card at any time.

This offer is not available to applicants residing in VT and MT.