

# FIFTH THIRD BANK BUSINESS DEBIT CARD DISCLOSURE AND CARD AGREEMENT



FIFTH THIRD BANK

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## Card Agreement

This Fifth Third Bank Business Debit Card Disclosure and Card Agreement ("Card Agreement") states the terms and conditions governing the Business Debit Card ("Card" or "Cards") issued by Fifth Third Bank, National Association (the "Bank" or "us," "we" or "our") under the laws of the United States and the State of Ohio. The initial use, signing, or other acceptance of the Card by any person to which a Card has been issued on behalf of the Bank's business account holder ("you" or "your") or by any other person you authorize or permit (you and such persons herein referred to as "User" or "Users") constitutes acceptance of the following terms and conditions. This Agreement applies only to business or commercial accounts to which one or more Cards are linked ("Accounts").

By making Transactions with the Fifth Third Business Debit Card, you agree to, and to direct all Users to, use the Cards and Accounts to which Cards are linked only for legitimate business purposes and not for personal, family or household purposes, and to comply with, and be bound by, this entire Card Agreement. The Fifth Third Business Debit Card is intended to be used only for business expenses including business-related travel, entertainment, gas and other expenses. Improper use of this card may lead to the card being closed or moved to another product with usage and benefits more inline with the use of the card.

### 1. YOUR RESPONSIBILITY

You assume responsibility for all transactions arising from authorized use of the Card by any User whether such use is with an automated teller machine ("ATM"), banking terminal, electronic funds transfer device or any other means of access. If you have authorized another person to use the Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds for your Accounts to which Cards are linked, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the User and contacting us to inform us that the User is no longer authorized. Use of the Card via PIN with an ATM allows the User access to all associated accounts.

### 2. YOU AGREE TO PAY

You agree to pay us on demand for all purchases made, services rendered, and cash advances made by or to any User using the Card. 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 with the Card.

Cancellation of a Card or termination of the Account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the Account through the effective time of the cancellation or termination. This liability will be joint and several.

### 3. ACCOUNT AGREEMENTS

All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of all applicable Account agreements, the Rules and Regulations Applicable to All Fifth Third Accounts and Cards ("Rules and Regulations") and other contractual relationships with us and all of our applicable rules and regulations, as amended from time to time. Please consult those documents for more information about the terms and conditions of the Account, including, without limitation, overdraft fees. In the event of a conflict between the terms of this Card Agreement and the terms and conditions relating to your Account with us, including but not limited to the Rules and Regulations, the terms of your signature card, application or account disclosures, this Card Agreement shall control with respect to the subject matter hereof.

### 4. CANCELLATION AND TERMINATION

You may surrender the Cards and terminate this Card Agreement. Your termination will be effective once all Cards issued on the Account have been closed. However, this Card Agreement shall remain in effect for purchases made, services rendered and cash advances made by or to any User using the Cards. We may cancel the Cards at any time without notice and all Users will surrender the Cards immediately upon our request or the request of our agent. The cancellation of this Card Agreement shall not affect your obligation to repay all amounts owed to us under this Card Agreement or in connection with the use of the Cards. We reserve the right to refuse or terminate your use of the Cards in our sole discretion at any time.

### 5. WAIVER

Except as may be prohibited by law or regulation, you hereby waive as against the Bank all claims, defenses, rights and offsets you or any User now or hereafter may have against any merchant for merchandise or for services acquired by use of the Card or through any electronic banking product.

### 6. LIMITATIONS

We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, transfers or deposits made by Users by use of the Cards, notwithstanding the amount in the Account, and terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice, unless required by law or regulation.

### 7. YOUR RESPONSIBILITY FOR USERS

You are solely responsible for selecting Users. You must require each User to comply with the terms and conditions of this Agreement, and you are responsible for the failure of any User to so comply. You acknowledge and agree that you are responsible for retrieving the Cards if any User leaves your employment or you otherwise revoke a User's authority to use a Card. Except as otherwise limited in this Agreement, you will remain responsible for all Card transactions.

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## 8. FEES

You agree to pay all fees we charge in connection with the electronic banking services you obtain. We reserve the right to institute a standard charge or charges for the issuance, reissuance, or use of the Cards or for the reinstatement of any Card privileges which have been suspended, as well as an annual fee and per item fee for each transaction. You agree to pay such charges and fees.

### Fee Schedule

Category	Fee
International POS/ATM Transaction Fee	3% of the transaction amount
Currency Conversion Fee	0.20% of the transaction amount
ATM Fees - Fifth Third	\$0 - No charge to use Fifth Third ATM's
ATM Fees - Non-Fifth Third	\$0 - No charge for U.S. transactions and \$5 for International transactions
Expedited Card Delivery Fee <sup>1</sup>	\$30

<sup>1</sup> Expedited card delivery fee is waived for Fifth Third Private Bank and Preferred customers.

For a detailed schedule of fees, please see the Rules and Regulations. We provided you the Rules and Regulations at the time you opened the Account, but they are also available on the Checking Accounts page on [www.53.com](http://www.53.com) or at any Fifth Third Banking Center.

## 9. AMENDMENTS

We reserve the right to amend and modify this Card Agreement. You agree that we may, in our sole discretion, subject to applicable law, amend any of the terms and conditions of this Card Agreement. Any amendment or modification shall become effective on the date specified therein.

## 10. FRAUD

Use of the Cards after notice of their revocation is fraudulent and will subject you and any User to legal proceedings.

## 11. LOST OR STOLEN CARD OR PIN

You and any Users agree to promptly notify us in the event any Card or PIN is lost or stolen, or you or any User suspects any other unauthorized use of any Card or PIN. IN NO EVENT SHALL ANY USER WRITE THE PIN ON A CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL KEPT WITH A CARD.

The Bank can be contacted at the following addresses or phone numbers:

### Error Resolution – PIN, Signature & ACH Transactions

Phone: 877-833-6197

Our Customer Service Professionals are available to assist you Monday-Friday, 7AM to 8 PM (EST), Saturdays, 8:30 AM to 5 PM (EST).

### To Report a Lost or Stolen Card or PIN or Other Unauthorized Use

Phone: 800-782-0279

Fifth Third Mobile App/Online Banking: Select your account > Tap the "More" icon > Select "Card Management" > Click on "Lost or Stolen Card" and follow the prompts

### All written inquiries can be directed to:

Fifth Third Bank

Attn: Disputes Resolution Department

5050 Kingsley Drive

MD: 1MOCBX

Cincinnati, OH 45227

## 12. LIABILITY FOR UNAUTHORIZED USE

You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.

## 13. OWNERSHIP OF CARD

The Cards are not transferrable and remain the property of the Bank.

## 14. BUSINESS PURPOSE

You warrant and agree that the Cards will only be used by Users for business purposes and will not be used for personal, household or family purposes.

## 15. IN CASE OF ERRORS OR QUESTIONS

Telephone us at 800-972-3030, 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. We will attempt to answer your questions and correct any errors promptly.

## 16. SECURITY

You acknowledge and agree that the PIN is a commercially reasonable method of verifying whether any transfer or other payments were authorized by any User. You further acknowledge and agree that the PIN is not intended, and that it is commercially reasonable that the PIN is not intended, to detect any errors to, or arising out of, a transfer or other payment.

## 17. LIMITATION OF BANK'S RESPONSIBILITY

We will not be liable for failing to process or complete an electronic banking transaction to or from your Account unless you prove the failure was caused by our willful misconduct or gross negligence and caused you actual harm. In no event will we be liable for not processing or completing an electronic banking transaction if:

- a) through no fault of the Bank's, you do not have enough money in the Account to make the transfer;
- b) we are legally restricted from transferring the funds in the Account;
- c) circumstances beyond our control, (including, but not limited to, telecommunications outages or interruptions, computer failure, postal strikes and other labor unrest, delays caused by payees, fire, floods or other natural disasters) prevent the transfer, despite reasonable precautions that we have taken;
- d) the Fifth Third ATM or other ATM where the User is making the transfer does not have enough cash;
- e) the ATM, POS terminal or other applicable system was not working properly and the User should have known about the breakdown when User started the transfer;
- f) Fifth Third Internet Banking 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;
- g) we have not received proper authorization and notice;
- h) the merchant or financial institution fails to accept the Card;
- i) there is an allegation of fraudulent activity concerning the account;
- j) the Card and/or PIN has been reported lost or stolen or we have cancelled the Card and/or PIN; or
- k) other rules, regulations, or agreements of the Bank so provide.

There may be other exceptions stated elsewhere in this Agreement or in the Account Agreement, Rules and Regulations.

**We make no warranties to you or any User, express or implied, regarding the services provided under this Card Agreement, including without limiting the foregoing, warranties of merchantability or fitness for a particular purpose. In no event will we be liable to you or any User for consequential, incidental, punitive, special or indirect damages or losses, including expenses, such as attorneys' fees, incurred by you or any User by reason of using our services, regardless of whether such loss or damage was foreseeable or known to us. We will not be liable for any personal injury or tangible property damage suffered or incurred by you or any User through use or attempted use of the Card at any terminal.**

## 18. FOREIGN CURRENCY TRANSACTION FEE

We will assess an international transaction fee equal to 3% of the U.S. Dollar amount of each foreign transaction. The international transaction fee is in addition to the currency conversion fee assessed by Mastercard. If a transaction is made in a foreign currency, Mastercard will convert the transaction into a U.S. Dollar amount and assess a currency conversion fee equal to .20% of the transaction total. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, Mastercard regulations and procedures provide that the currency conversion rate is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

## 19. ATM TRANSACTION CHARGES

The Account may be subject to charges when you or any User uses an ATM that does not display the Fifth Third logo. Also, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used for the transaction (and may be charged a fee for a balance inquiry even if the User does not complete a funds transfer).

## 20. USE OF THE CARD FOR A SERVICE

If you or any User uses the Card for a Bank-approved service, including but not limited to, **telephone banking, internet banking or point-of-sale services**, and we approve such use of the Card, you agree to the transfer of money in the Account or other accounts over which you have the authority to withdraw or transfer funds to the accounts of third parties you designate. 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 a third party to receive the payment. You agree that we shall not be responsible for any delays caused by mail service or any third party. In no case shall we be liable for any interest or late payment charges assessed by a third party or termination of service caused by a delay in a third party's receiving or processing a payment. You agree to notify us of any change in your address or to any account with a merchant, including change of account number.

## 21. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You or any Users may use the Card and the PIN to:

- withdraw cash from the Account;
- pay for purchases from the Account at places that have agreed to accept the Card;
- transfer available funds between your checking or savings accounts at an ATM;
- transfer available funds between your checking, savings, Visa®, Mastercard® or line of credit accounts through Fifth Third Internet Banking or Electronic Banking via telephone; or

- make deposits to the Account (Note: Pulse® ATMs will not accept deposits greater than \$50,000. We reserve the right to reject deposits in excess of \$50,000 at any ATM displaying the Fifth Third logo.)

Some of these services may not be available at all terminals.

## **22. TRANSFER LIMITATIONS**

The following limitations apply to electronic transfers:

- a) Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.
- b) The immediate use of deposited funds is restricted by agreements governing accounts of the Bank, including the Rules and Regulations.
- c) For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATM's or other ATM terminals.
- d) There are limits on the amount of cash you or any User may withdraw or transfer immediately after a deposit is made.
- e) The Cards may be cancelled or revoked or limited in their use at any time by us or our agent.
- f) For security reasons, there may be other limits on the number and amount of transactions any User can make.
- g) If the Account is a savings account, the number of transactions that you may make each calendar month is limited by applicable federal law. You should consult the Account agreement and the Rules and Regulations for a description of those limitations.
- h) Neither you nor any User may pay for purchases at a POS terminal or otherwise from any Account that is a savings account.

## **23. BUSINESS DAYS**

Our business days are Monday through Friday except Federal Reserve Bank holidays on which we are closed.

## **24. GOVERNING LAW**

The laws of the United States and the laws of the State of Ohio govern this Card Agreement regardless of your or any User's place of business and without regard to Ohio's conflict of law principles. All transfers are agreed to be originated within the State of Ohio. You and each User 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.

## **25. ASSIGNMENT**

You may not sell, assign or transfer the Account or this Card Agreement or any of its rights or obligations under this Card Agreement. We may sell, assign or transfer the Account, or any balance due thereon, and our rights and obligations under this Card Agreement without prior notice to you or your consent.

## **26. SEVERABILITY**

If any provision of this Card Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or by any governmental agency, such provision shall continue to be enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stricken from this Card Agreement. All other provisions of this Card Agreement shall remain in full force and effect.

## **27. SECTION HEADINGS**

The section headings used in this Card Agreement are for convenience only and do not in any way limit or define your or our rights or obligations hereunder.

## **28. MASTERCARD EASY SAVINGS® PROGRAM TERMS AND CONDITIONS**

The Mastercard Easy Savings Program – U.S. Small Business Cardholder Terms and Conditions between you and Mastercard may be found at [www.mastercard.com](http://www.mastercard.com), or such other website as Mastercard may establish for the Mastercard Easy Savings Program. See the Fifth Third Bank Debit Card Guide to Benefits for more details surrounding Card benefits.

## **29. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We take our responsibility to protect the confidentiality of your financial information very seriously. It is our policy never to share information about you, your Account or the transfers made using your Card with 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 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) as otherwise provided in the Fifth Third privacy policy, which was provided to you by us when the Account was opened, but is also available at [www.53.com](http://www.53.com).


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.



**FIFTH THIRD BANK**

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Fifth Third Bank, National Association. Member FDIC.

 Equal Housing Lender.

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

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