

Fifth Third Real Life Rewards® Program Terms and Conditions

This Agreement contains terms and conditions of the Fifth Third Real Life Reward® Program. Your use of the Rewards Program is your agreement to the Fifth Third Real Life Rewards Program Terms and Conditions. Review and keep this Agreement for your records. We reserve the right to add to, cancel, suspend and/or change the Agreement, the Rewards Program and/or Rewards at any time and without notice. When material changes are made to this Agreement, we will notify you. When changes are made to Rewards, we may post revisions on the Rewards Program Website, send you an email and/or we may notify you in writing. Be sure to review all changes. The Rules and Regulations Applicable to All Fifth Third Consumer and Business Accounts and Cards also apply to the Rewards Program, as applicable. Please review the Rules and Regulations Applicable to All Fifth Third Consumer and Business Accounts and Cards.

The **Rewards Service Center** is available at **1-800-449-2142** Monday - Friday, 9am to 9pm Eastern Standard Time, Saturday 9am to 7pm Eastern Standard Time.

1. Definitions

Agreement means the Fifth Third Real Life Rewards Program Terms and Conditions.

Consumer Credit Card means credit cards issued by Fifth Third Bank offering consumers the ability to earn Rewards.

Business Credit Card means credit cards issued by Fifth Third Bank offering businesses the ability to earn Rewards.

Fifth Third Real Life Reward® Program Terms and Conditions means this Agreement.

Household means customers living at the same address.

Program Administer means the third party service provider under contract with Fifth Third Bank that hosts the Rewards Program Website and services the Rewards Program.

Purchase(s) means the dollar value of goods and services of signature based purchases made with a Rewards Card after your enrollment date, minus any credits, returns or other adjustments as reflected on the monthly statements. Purchases do not include annual fees, late payment fees, over-limit fees, insurance charges, card-related service charges, Finance Charges, or other fees and/or unauthorized charges, Cash Advances, PIN-based transactions, Ready Reserve Overdraft Protection transactions, balance transfers, Convenience Checks, person-to-person money transfers, quasi-cash transactions (including the purchase of gaming transactions, casino gaming chips, lottery tickets, wire transfer services, traveler's checks, foreign currency, money orders, currency purchases, cards and transactions that are not processed through the Visa UA Inc, or MasterCard® Payment Systems, or currency conversion).

Real Life Rewards Extra Points means the extra points you may earn if you visit the Real

Life Rewards Extra Points website and take advantage of an offer(s) to earn extra points.

Real Life Rewards Extra Points website means the website that may permit you to earn extra points.

Rewards means an item that is offered on the Rewards Program Website.

Rewards Card means a Fifth Third Bank credit or debit card that offers rewards. This may include credit and debit cards that have been grandfathered into the Rewards Program that no longer offer Rewards. Please check with your local banking center or call us at 1-800-972-3030 to find out if your Fifth Third Bank debit or credit card earns Rewards Points.

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

Rewards Products means Rewards Cards, Rewards Checking Accounts, Fifth Third Preferred Checking Accounts and new products that offer Rewards that we may add from time to time. Rewards Checking Accounts have been grandfathered in to the Rewards Program and are no longer offered.

Rewards Program means the Fifth Third Bank Rewards Program.

Rewards Program Member means an eligible member of the Rewards Program.

Rewards Program Website means the Fifth Third Real Life Rewards Program website located at 53.com Internet Banking.

Rewards Service Center means the 1-800-449-2142 number for Rewards Program Members to call with questions, inquiries, or to perform Rewards Program related activities.

Us, our and **we** shall mean Fifth Third Bank and all of its affiliates and subsidiaries.

Velvet Glove Service means delivery as set forth under Restriction Section.

You and **your** means each person(s) using the Program.

Capitalized terms used herein but not defined may be defined in the Card Agreement that governs the use of the Rewards Card. Please see the Card Agreement that governs use of the Rewards Card for more details.

General Rewards Program Details.

- a. **Law.** The Rewards Program and any Rewards are void where prohibited by federal, state or local law.
- b. **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 additional purchase price and subject to sales tax.

- c. **General Disclaimers. YOU AND ANY BENEFICIARY OF THE REWARDS PROGRAM AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FIFTH THIRD BANK, MASTERCARD®, VISA®, THE PROGRAM ADMINISTRATOR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DAMAGES, OR LIABILITY INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY OR DEATH ARISING OUT OF PARTICIPATION IN THE REWARDS PROGRAM, OUR DECISION TO TERMINATE THE REWARDS PROGRAM OR YOUR USE OF THE REWARDS PROGRAM. FIFTH THIRD BANK, MASTERCARD, VISA, PROGRAM ADMINISTATOR OR ANY OTHER ENTITY ASSOCIATED WITH THE REWARDS PROGRAM SHALL NOT HAVE ANY LIABILITY ARISING FROM OR RELATED TO ANY REWARDS OF THE REWARDS PROGRAM. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FIFTH THIRD BANK, 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 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 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. 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 devises. The Program Administrator nor Fifth Third Bank are 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.

Rewards Points Accumulation

- a. Rewards Points totals may be found on the Rewards Program Website.
- b. Once enrolled in the Rewards Program, Rewards Point accumulation varies depending on your Rewards Product. See the chart below. Rewards Points for Reward Card Purchases must be a signature transaction which means that the credit option was used when the Reward Card purchase occurred.

Card Type	Point Accumulation
Rewards Cards (excluding Cash Rewards, Professional Card and World Debit Card)	1 Reward Point for each \$1 in Purchase
Cash Rewards Cards	1% Cash Back for each \$1 in Purchase
Fifth Third Equity FlexlineSM Card	1 Reward Point for each \$3 in Purchase
Homeowner Plus Value Package*	1 Reward Point for each \$1 in Purchase
Preferred Program*	1,000 Rewards Points for each year of enrollment up to 10,000 points per year
World DebitTM Cards	1 Reward Point for each \$2 in Purchases
Professional and Business Credit Cards*	Up to 2 Rewards Points earned for each \$1 in Purchases, see details below
Rewards Checking Accounts*	1 Rewards Point for every \$10 in direct deposits

***Homeowner Plus Value Package.** Accounts earn 1 Reward Point for each \$1 in Purchase. When auto-redemption of points is turned on and when your Rewards Points total 2,500, we will automatically redeem 2,500 Rewards Points from your rewards account and credit \$25 toward your mortgage principal. Credits will be awarded within 14 days of reaching 2,500 Rewards Points.

***Preferred Program.** 1,000 Rewards Points are awarded each January for each year of enrollment as a member of the Preferred Program with a limit of 10,000 points per year. Preferred Program members must maintain a combined account balance of \$100,000 at Fifth Third Bank.

***Professional and Business Credit Cards** up to 2 Rewards Points earned for each \$1 in Purchase for, depending on your total annual Purchases from January 1st to December 31st each calendar year, see details below:

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

*Note: Not all Business Credit Cards earn up to 2 points per \$1 in Purchases. See your Banking

Center for assistance.

***Rewards Checking Accounts** Rewards Checking Accounts are no longer offered. 1 Rewards Points for every \$10 in direct deposits for grandfathered Rewards Checking accounts (maximum 2,000 Rewards Points per calendar month per Household).

(c) **Bonus and Promotional Rewards Points.** You may be able to earn periodic Bonus or Promotional Rewards Points for qualifying transactions with your Card.

- **Bonus Rewards Points** may be earned when you perform certain transactions and may come with restrictions. See Bonus Rewards material(s) for specific terms and conditions.
- **Promotional Rewards** Points may be earned when you perform certain transactions during a specific period of time and may come with restrictions. See promotional material(s) for specific terms and conditions.

Reward Point Value. 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 results in 3.216, you will be awarded 3 Rewards Points.

Reward Points Redemption and Loss of Points

a. **Reward Points Redemption.** The Rewards Program allows you to redeem your Rewards Points for Rewards. The Rewards Program is hosted by a Program Administer. To redeem Rewards Points, your Rewards Product must not be closed for any reason. Credit or debit cards that are lost or stolen may not redeem rewards. Credit cards that are revoked or 60 or more days past due may not redeem rewards. We may cancel your enrollment in the Rewards Program if we suspect or know that you have committed fraud, are abusing the Program, or you violate this Agreement or any applicable Reward 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. We may cancel, change or temporarily suspend the Rewards Program or any Rewards. 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. Rewards Points earned with your Reward Product will be cancelled if your Rewards Product is closed for any reason. Reasonable efforts have been made to ensure that the information about the Rewards Program provided is accurate; however, we are not responsible for errors or omissions.

b. **Reward Points Limitations and Cancellation.** Rewards Points redeemed and/or expired will be based on a first-in, first-out basis across all your rewards products. Rewards Points carry an expiration limit on an "enrollment" basis:

- 4 years minus one day from program rewards enrollment or anniversary date thereafter for Business Credit cards, which include Professional Credit Cards, Fifth Third Preferred Credit Cards and Visa Signature Cards
- 3 years minus one day from program rewards enrollment or anniversary date thereafter for all other Rewards Products

Points expiration is measured year over year based on the original date of your rewards program enrollment. All points earned during a single year will expire in either 3 or 4 years minus one day (based on the product type) on the day prior to your anniversary date of your rewards program enrollment. For example, if you open a Real Life Rewards Card (3 year point expiration) on June 1, 2012 date, your enrollment anniversary date is June 1st. All points earned from June 1, 2013 to May 31, 2014 will have an expiration date of May 31, 2016. All points earned from June 1, 2014 to May 31, 2015 will have an expiration date of May 31, 2017. Because point expiration is measured on the date of rewards program enrollment, only the points earned on the actual day of enrollment or any anniversary thereof will enjoy the full 3 or 4 years minus one day of expiration value.

Disclaimers. Rewards Points (i) are not your property, (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. All Rewards are subject to availability and are subject to change at any time. 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.

Rewards Program Fees. Some Rewards are subject to additional fees. Please be sure to read the terms and conditions on the Rewards Program Website carefully. Expedited shipping for Merchandise may be available, please check the Rewards Program Website for more information. Ticketing fees may apply if you purchase airline tickets. If expedited shipping is available or ticketing fees apply, there will be additional costs presented during the check out process. Please review these costs carefully. Charges for non-standard or expedited shipping may be computed, assessed, collected and stated separately for sales tax purposes.

Rewards Points Transfer and Rewards Payment Slider. If your Reward Card is lost or stolen, we will transfer your Rewards Points to your new Reward Card. If you want to transfer Rewards Points to another a Rewards Program Member, contact our Rewards Service Center at 1-800-449-2142. Please note you may only make one transfer per month. You and the receiving Rewards Program Member's account must be open, not revoked or 60 days past due to transfer your Rewards Points. Rewards Points transferred will be based on a first-in, first-out process. Rewards Points transferred are subject to the receiving account's expiration rules. Rewards Points transferred cannot be credited or refunded. We may allow you to use the Payment Slider to enable payment with a credit or debit card for a redemption item.

Consumer Credit Card Co-applicants and Consumer Authorized Users. Rewards Points earned on a Rewards Product will be combined. For Rewards Cards, Rewards Points will be combined for authorized users and co-applicants. Authorized users earn Rewards Points but are unable to redeem Rewards Points. Co-applicants may redeem and earn Rewards Points.

Business Rewards Primary Account Holder and Co-signers. Rewards Points earned on Your Rewards Products will automatically be combined. For Business Rewards Cards, Rewards Points will be combined for Primary Account Holder and co-signers. Primary Account Holders and co-signers may earn and redeem reward points equally. The automatic combining of points will result in a co-signer's points being combined with any personal account Rewards Points. This automatic combination of points allows the co-signer to potentially use the Business Rewards Points when making a redemption. In order to try and prevent such personal redemptions, the Primary Account Holder may request a points transfer (once a month) from the co-signer's business rewards account to the Business 'Primary Account. Authorized users may earn Rewards Points but may not redeem Rewards Points.

Restrictions. Rewards are available while quantities last. Reward specifications are subject to change without notice. The Rewards Program Website will let you know if a Reward is out of stock. 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. Additionally, relationships with any Rewards provider may be discontinued at any time, without notice.

- a. **No Combination of Points.** You may not combine points from two or more Rewards accounts in a single redemption.
- b. **Delivery.** 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. Rewards are delivered within 14 days of placing the order, with the exception of Rewards with expedited delivery or Velvet Glove Service. To ship to an address other than your billing address, please update the ship to address during the checkout process.
- c. **Redemption.** Rewards Points redemptions are final and cannot be reversed once made.
- d. **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 and ask the carrier to package and remove the Reward from the premises and contact the Rewards Redemption Center at 1-800-449-2412. 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 Eastern Time.

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 1-800-449-2142. Return policy is as follows: Rewards must be in their original packaging (with the exception of Velvet Glove Service items) and included batteries, cables, remote controls and any other accompanying items. In no event will exchanges or returns be accepted 30 days after delivery.

Airline Tickets & Travel Packages

a. **General.** Rewards Points may be redeemed for travel on any US airline for domestic or international travel. Airline tickets are subject to availability at the time of booking. Tickets will be issued within 24 hours of booking and will be electronic. Travel Fees are 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 and for applicable lost ticket application fees and/or replacement costs. The Bank 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.

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

Gift Certificates/Gift Cards/E-Certificates.

Gift certificates/gift cards/e-certificates may not be resold, and are not transferable unless otherwise noted on the gift certificate/gift card/e-certificate. You must notify the Rewards Service Center within 90 days to report non-receipt of a gift certificate/gift card. We and our participating suppliers are not responsible for replacing lost, stolen or expired gift certificates/gift cards. Shipments, including any additional shipping costs (including international shipping costs), are your sole responsibility. Delivery of gift certificates/gift cards/e-certificates will be made by ground delivery service or first-class mail. Gift Certificates/Gift Cards/e-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. Gift Certificates/Gift Cards/e-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. Gift Certificates, Gift Cards and e-Certificates are void where prohibited by law. Unless otherwise stated on the Gift Certificates, Gift Cards or e-certificate offered do not include federal, state or local taxes, which are your sole responsibility at time of redemption. Gift certificate/gift card/e-certificates use is subject to the terms and conditions printed thereon or that accompany the Reward. Gift certificates/gift cards/e-certificates are valid only at participating vendors; through the expiration date printed on the gift certificate/gift card/e-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 the gift certificate/gift card redeemed, the policy of the supplier will determine whether you will receive credit or gift certificate/gift card/e-certificate value for the difference. Additional restrictions may apply.

Charitable Redemptions. You will receive a letter noting you of your Reward redemption. Participating charities are subject to change. 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.

a. **Stand Up To Cancer® (SU2C):** You will receive a letter from Stand Up To Cancer noting the Reward redemption. If you select the Stand Up To Cancer (SU2C) redemption option, you consent to providing the name and the mailing address of primary owner of the Rewards, 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

Fifth Third Savings Account Redemption. Rewards Points may be redeemed for cash to deposit into a Fifth Third Bank Savings Account. The Fifth Third Bank Savings Account must be open 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.

Fifth Third Mortgage and Fifth Third Installment Loan or Line of Credit Redemption. Rewards Points may be redeemed for payment on the following loans: Fifth Third Mortgage first lien mortgages, Fifth Third

Equity Flexlines, Equity loans, Easy Home Refi loans, Vehicle loans (Auto, Van, Truck, Motorcycle), Marine/RV loans, Personal Investment Secured Flexlines and loans, and Unsecured Flexlines and Signature loans. Payment will be applied to the principal amount of your loan. If your account is delinquent, the order of payment application will be in accordance with the terms of your loan. Payment will be reflected on your account 1 to 2 weeks after redemption if correct account information was provided at redemption. Fifth Third loan account must be open prior to initiating redemption. Rewards payment does not relieve you from your regularly scheduled loan payments.

Cash Redemption. If you choose to redeem for cash, the cash will be provided to you 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 mortgage, or such other form as we may determine in our sole discretion. Cash reward 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).

Arbitration. This Arbitration section sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court. As used in this Arbitration section, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your participation in the Rewards Program, these Program Terms and Conditions, any other related or prior agreement that you may have had with us or the relationships resulting from your participation in the Rewards, these Program Terms and Conditions or any prior agreement, including the validity, enforceability or scope of this Arbitration section, these Program Terms and Conditions or any prior agreement. For the purposes of this Arbitration Provision, "you" and "us" also include any corporate parent, or wholly or majority-owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the program if and only if such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the Rewards Program account or any Rewards Point balances on the Rewards Program account, (b) advertisements, promotions or oral or written statements related to the program or any reward or (c) the redemption for and use of any Rewards. We shall not elect to use arbitration under this Arbitration Provision for any Claim that you properly file and pursue in a small-claims court in your state or municipality as long as the Claim is individual and pending only in that court. As used in this Arbitration section, "you" and "us" also include any corporate parent, wholly or majority-owned subsidiaries, affiliates, licensees, predecessors, successors, assignees and all agents, employees, directors and representatives of any of the foregoing, and other persons referred to above in the definition of "Claim."

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedure of the national arbitration organization (the "Code") to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you

receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614; website: jamsadr.com. AAA, 335 Madison Avenue, New York, NY 10017; website: adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. Sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM OR TO HAVE THEIR CLAIMS RESOLVED EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHERMORE, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A 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.

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class-action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other CMs or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless agreed to in writing by all parties.

This Arbitration section is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief-written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party within fifteen (15) days of receiving the requesting party's notice. The granting or denial of either party's request will be at the sole discretion of the arbitrator, who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and business matters. 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. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall reconsider anew any aspect of the initial award requested by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration

organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel, which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the federal or state court closest to your billing address that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate in which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

This Arbitration Provision shall survive termination of the Rewards Program or your participation in it. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms & Conditions or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

Fifth Third Bank, Member FDIC, Equal Housing Lender 

Real Life Rewards is a registered service mark of Fifth Third Bancorp.

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