

FIFTH THIRD BANK EARLY ACCESS

SUMMARY OF KEY FEATURES

Guide to Key Features of Fifth Third EARLY ACCESS

- As a Fifth Third consumer checking customer, you may qualify for a line of credit that can be deposited immediately into your checking account for a cash advance. *Fifth Third EARLY ACCESS* can help get you through a financial emergency by providing advance access to your next electronically deposited paycheck or other recurring electronic deposit.
- **Please Note: This is an expensive form of credit. This feature is designed to help our customers meet their short-term borrowing needs and is not intended to provide a solution for longer-term financial needs. Appropriate emergencies might be a car repair, medical care for you or your family, or travel expenses in connection with your job. Alternative forms of credit may be less expensive and more suitable to your long-term financial needs. We do not recommend continued use of the service. If you decide to borrow, borrow only as much as you can afford to pay back with your next direct deposit as the amount advanced, plus the Finance Charge, will be deducted from your next direct deposit. Contact a Fifth Third financial center for other credit options that are less expensive and may be more appropriate for your credit needs.**
- *Fifth Third EARLY ACCESS* is a line of credit that allows eligible customers to borrow money from their next direct deposit. The borrowed funds are deposited directly into the customer's associated checking account.
- Advances are automatically repaid from your next direct deposit of \$100 or more. Any automatic re-payment of your advance from your direct deposit reduces the amount that would otherwise be available to you in your associated checking account for other bills and expenses.
- Your maximum credit limit will be \$500 or 50% of total monthly deposits (based upon a 3 month average) rounded up to the next \$20 increment, whichever is lower.
- **The finance charge is \$1 for every \$10 borrowed. This equates to an Annual Percentage Rate (APR) of 120%.**
- We may be able to offer you other credit options that are less expensive and more appropriate for your credit needs. If you would like more information about other possible credit options, please visit a Fifth Third Bank Financial Center or call us at Fifth Third 1-800-972-3030

Please review the *Fifth Third EARLY ACCESS Frequently Asked Questions* and the *Fifth Third EARLY ACCESS Agreement* for complete details on-line at 53.com before you use *Fifth Third EARLY ACCESS*.

FIFTH THIRD BANK EARLY ACCESS TERMS & CONDITIONS

Fifth Third EARLY ACCESS is an open-end line of credit provided by Fifth Third Bank. This document provides the general terms and conditions that apply to your *Fifth Third EARLY ACCESS*. Additional terms and disclosures may be provided to you separately, including the Rules and Regulations governing your Associated Checking Account (defined below), which together with these terms and conditions form the *Fifth Third EARLY ACCESS* Agreement (“Agreement”) between you and us. Please read these terms and conditions carefully and contact us with any questions. By using *Fifth Third EARLY ACCESS*, you agree to the terms of this Agreement.

DEFINITIONS

In this Agreement, the words, "you" and "your" mean the borrower(s). If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the Associated Checking Account records. You confirm that such checking account information is accurate, and you promise to keep it so. "We," "us," and "our" mean Fifth Third Bank. The "Associated Checking Account" is the consumer checking account to which *Fifth Third EARLY ACCESS* is attached, and into which you receive direct deposits that meet the eligibility criteria specified in this Agreement. "Advance" means each transaction in which you access credit from the *Fifth Third EARLY ACCESS*. "Credit Limit" is the amount of credit available to you when using *Fifth Third EARLY ACCESS*.

ELIGIBILITY

You will only be eligible to take an Advance from your *Fifth Third EARLY ACCESS* if you meet the following eligibility criteria:

- You must have a Fifth Third Bank checking deposit account (“Associated Checking Account”) that has been open for the past six months and is in good standing, which does not include any of the following:
 - Fifth Third Student Checking
 - Accounts held by minors
 - Accounts titled as non-individual, such as trust, conservatorship/guardianship, custodial and representative payee accounts.
 - Accounts subject to legal process, such as a garnishment or levy, and accounts in a current bankruptcy proceeding
 - Accounts in the charge-off process.

- You must be a resident of OH, KY, TN, MI, IL, FL IN, MO to be eligible for *Fifth Third EARLY ACCESS*.
- The Associated Checking Account must have received at least one direct deposit of \$100 or more in each of three consecutive months, one of which must have been received by us in the past 35 calendar days.

CONTINUING ELIGIBILITY

After you have become eligible, your access to the *Fifth Third EARLY ACCESS* may be restricted. If any of the following events occur, you may lose your ability to borrow funds using the *Fifth Third EARLY ACCESS*.

- If in each of six consecutive months you obtain Advance(s) up to the amount of your credit limit, you will be ineligible for an advance for 30 days following the sixth such advance.
- If your Associated Checking Account is continuously overdrawn for 10 consecutive days or more, you will not be eligible for an Advance for sixty days following the date your Associated Checking Account balance is brought to a zero or positive balance.
- If your Associate Checking Account is overdrawn on 20 or more occurrences in the previous two-month period, you will not be eligible for an advance for 60 days commencing after the 20th overdraft occurrence.
- If an automatic payment from your Associated Checking Account at the due date results in a negative available balance in your Associated Checking Account, you will not be eligible for an Advance for a period of 60 days.
- If your available credit is less than the amount necessary to bring your Associated Checking Account balance to at least a zero balance, you will not be eligible for an additional Advance at that time.
- If your Associated Checking Account is in continuous overdraft status for more than 15 consecutive days, you will be in default of this Agreement, and we may close your *Fifth Third EARLY ACCESS* feature. The amount of the outstanding *Fifth Third EARLY ACCESS* balance and Finance Charge will be added to the overdraft balance that you will be obligated to pay.
- If you move to a state in which *Fifth Third EARLY ACCESS* is not offered, you will not be eligible for an Advance.
- If eligible direct deposits are terminated or for 60 days following the reestablishment of eligible direct deposits, you will not be eligible for an Advance. Failure to reestablish eligible direct deposits will result in your line of credit being blocked.
- If you are in default of this Agreement, you will not be eligible for Advances.

- If your Associated Checking Account is subject to legal process, such as a garnishment or levy, or is included in a current bankruptcy proceeding, you will not be eligible for an Advance.
- If your Associated Checking Account is in the charge-off process, you will not be eligible for an Advance.

FIFTH THIRD EARLY ACCESS AVAILABILITY

Fifth Third EARLY ACCESS will become effective when this agreement is signed by you and you comply with the criteria and the terms and conditions of this Agreement. For joint account holders, either account holder may utilize *Fifth Third EARLY ACCESS*. If one or the other account holder wishes to make the account unavailable for *Fifth Third EARLY ACCESS*, they may visit any Fifth Third Bank financial center or call us at 1-800-972-3030. If a joint holder makes *Fifth Third EARLY ACCESS* unavailable, both joint holders must re-activate the account by visiting any Fifth Third Bank financial center.

ADVANCES

You may request an Advance through most Fifth Third Bank ATMs, via internet banking at www.53.com, and at any Fifth Third Bank branch located in OH, KY, TN, MI, IL, FL, IN, and MO (“Eligible States”). Each Advance is deposited into your Associated Checking Account. If the Associated Checking Account has a negative available balance, the Advance will first be used to bring the available balance positive prior to any amount being available for withdrawal. Advances may be made in any amount up to your available limit, with a minimum advance amount of \$1.00. For example, if your Associated Checking Account has a negative available balance of \$42.55, your minimum advance amount must be \$43.00 to remove the negative balance in your Associated Checking Account. You may request multiple Advances up to your Credit Limit. If you find yourself in a situation where the funds in your checking account may be insufficient to cover checks or other items that will post to your deposit account, you may Advance on *Fifth Third EARLY ACCESS* to avoid the overdraft. In order for an Advance to cover an overdraft item, the Advance must be completed before the item posts to your account.

CREDIT LIMIT

You may advance up to the lesser of \$500 or your current advance limit with a minimum Advance amount of \$1. You may make advances as often as you like; however, your total outstanding Advances may not exceed your credit limit. Your Maximum credit limit will be \$500 or 50% of your total eligible monthly deposits (based upon a 3 month average) into your associated checking account, rounded up to the nearest \$20 increment, whichever is lower. If your Direct Deposit income decreases, your credit limit may also decrease. The Bank reserves the right, at any time, and upon notice when required by applicable law, to modify your Credit Limit, including reducing the credit limit to \$0, based on your use of *Fifth Third EARLY ACCESS*, your handling of the funds in your Associated Checking Account and other factors, at

the Bank's sole discretion. You may review your Credit Limit on your monthly Associated Checking Account statement.

COOLING-OFF PERIOD DUE TO CONTINUOUS USAGE

If you advance the maximum credit limit for 6 consecutive months, you will be ineligible to advance any funds from the *Fifth Third EARLY ACCESS* for 30 days. At the expiration of this period, your Credit Limit will be recalculated based on the 3 previous months' eligible direct deposits into your Associated Checking Account.

FEEES, BALANCE COMPUTATION, AND PERIODIC RATE OF FINANCE CHARGE

A **10% Finance Charge** will be assessed for each dollar that you advance through your *Fifth Third EARLY ACCESS* account feature. For example, for every \$10 that you advance, the Finance Charge will be \$1, without regard to how long the advance remains outstanding. This **Finance Charge** will be reflected as an **Annual Percentage Rate (APR)** in the *Fifth Third EARLY ACCESS* section of your checking account statement. The **APR** is a measure of the cost of credit, expressed as a yearly rate. The **Annual Percentage Rate** is calculated by dividing the **Finance Charge** by the Advance amount and multiplying the quotient by the number of statement cycles within a year. For example, \$10 fee = $\$10/\$100 = 0.1\% \times 12 \text{ cycles} = 120\% \text{ APR}$.

REPAYMENT

You must repay each Advance and related Finance Charge within 35 days through an incoming direct deposit, any advance and related Finance Charges will automatically be deducted by the Bank from your Associated Checking Account at the time of your next Direct Deposit of \$100 or more. Any amount of \$100 or more that is electronically deposited directly into a consumer checking account (not through transfer between accounts or ATM deposits), regardless of the payment sources, will be eligible to be used as repayment of advances and related Finance Charges at the time of the deposit.

If the funds from your direct deposit are not sufficient to cover your outstanding balance, the Bank will deduct as much of the balance as possible from that direct deposit at that time, resulting in an unpaid *Fifth Third EARLY ACCESS* balance. If this balance is not paid in full by the 35th day after the advance, you authorize the Bank to automatically deduct this outstanding balance and Finance Charges from the funds in the Associated Checking Account ("automatic repayment"). If this "automatic repayment" overdraws your account or there are insufficient funds in your checking account at that time, your account will become overdrawn when the outstanding advance is repaid and any other transactions posting to your account that day would be subject to overdraft or insufficient fund fees. You will not have access to *Fifth Third EARLY ACCESS* until the overdraft is paid in full, including any overdraft and other checking account service fees that may apply.

You may make a manual payment to your outstanding *Fifth Third EARLY ACCESS* balance at any time on-line through Fifth Third Bank's Internet Banking or at any Fifth Third Bank financial center. Making a manual payment will not decrease the cost of the Finance Charges for the Advances that you have made. Manual payments may be an option if the direct deposit is not large enough to payoff an Advance prior to the 35th day an Advance is outstanding or to avoid automatic payments from your Associated Checking Account at the payment due date.

Application of Payment

All *Fifth Third EARLY ACCESS* payments will be applied first to any unpaid Finance Charges and then to the unpaid principal balance. If the funds from your payment – whether from direct deposit, manual payment, or automatic payment at the due date – are not sufficient to repay the entire Advance and related fees, then we will pay Finance Charges first, and then apply as much of the payment funds as available to the unpaid principal balance.

CLOSURE OF YOUR CHECKING ACCOUNT

If you close your Associated Checking Account and there is an Advance balance due, the Bank will automatically deduct the balance due from your closing checking account balance. If there are insufficient funds in the Associated Checking Account to cover the Advance at the time the account is closed, you will still be obligated to pay the Advance balance. In the event this occurs, the Bank may, in its sole discretion, refuse to close the Associated Checking Account until all amounts due under this Agreement and the Rules and Regulations governing the Associated Checking Account are paid.

STATEMENTS

Details of the Advances you made, Finance Charges incurred, outstanding balances, payments, and credits, and your credit limit will appear on your monthly Associated Checking Account statement.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions about Your Bill

If you have a question or think there is an error concerning your *Fifth Third EARLY ACCESS*, you should write to us at the address on your Associated Checking Account statement as soon as possible. We must hear from you within 60 days after we sent you the first statement with the information in question. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. If you need more information, describe the item you are unsure about.

You have authorized us to pay your *Fifth Third EARLY ACCESS* balance automatically from your Associated Checking Account and you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. When the matter is resolved, we must tell anyone we report you to that it has been settled. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

DEFAULT AND REMEDIES

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

- **If you move to a state where Fifth Third does not offer *5/3 EARLY ACCESS*.**
- If your account is assigned to a financial center in a state where Fifth Third does not offer *5/3 EARLY ACCESS*.
- If you fail to meet the eligibility criteria specified in the ELIGIBILITY section of this Agreement

- If you violate any terms of your Associated Checking Account agreement, you will be in default of this Agreement.
- If there has been fraud or material misrepresentation by you in connection with *5/3 EARLY ACCESS* or the Associated Checking Account.
- If you fail to meet the repayment terms of *5/3 EARLY ACCESS*.
- Your actions or inactions have adversely affected our security interest in the Associated Checking Account.
- Your death.
- If the Associated Checking Account is closed.

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

If you are in default (and subject to any applicable notice requirement and right to cure) we may:

- require you to pay the entire unpaid balance of principal and Finance Charges before the scheduled due date;
- set off the debt against any account you have with us;
- terminate or suspend your right to further Advances under this Agreement; and
- pursue any other method permitted by law to collect a debt.

CHANGE IN TERMS

We reserve the right to change the terms of this Agreement at any time by providing notice to you of such changes. Such changes may apply to any outstanding Advances as well as to future advances. By continuing to use *Fifth Third EARLY ACCESS* or keeping your checking account open, you are accepting the change in terms, or you may decline the change in terms by no longer using *Fifth Third EARLY ACCESS* prior to the effective date of the change or by requesting that access to the feature be discontinued.

ELECTRONIC COMMUNICATIONS

If you enroll in *Fifth Third EARLY ACCESS* electronically, all of the disclosures related to this line of credit may be provided electronically and you will be able to review them online. In addition to downloading and printing them, you may request a paper copy of the disclosures at no cost to you. In order to complete the online account enrollment process, you must consent to receive this information electronically. Your

consent to receive this information electronically applies only to the disclosures you view online in connection with enrolling in this product feature. In addition, you must have the necessary software and equipment to review, download, print and retain the electronic disclosures. If you do not agree to the disclosures electronically, you may visit your nearest Fifth Third banking center to enroll in this product feature.

ALTERNATIVE FORMS OF CREDIT

The *Fifth Third EARLY ACCESS* is designed to fulfill a short-term funds need and not for use as a continuous source of funds for basic financial maintenance. Please contact us to discuss alternative credit services that may be less expensive and more suited to your individual financial needs. By requesting an Advance, you acknowledge and agree that you have had an opportunity to consider other credit products or services and understand *Fifth Third EARLY ACCESS* to be an appropriate service based on your needs.

APPLICABLE LAW

You understand that we are a state-chartered bank located in Ohio. The law that will apply to this Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED CHECKING ACCOUNT

You acknowledge and agree that Fifth Third for itself and as agent for any affiliate of Fifth Third Bancorp, is granted a security interest in, and may, at any time, set off, against any balance in the Associated Checking Account any debt owed to Fifth Third by any person having the right to make Advances using *Fifth Third EARLY ACCESS*. A debt includes, but is not limited to, any unpaid Advance. This security interest is subordinate to any right of setoff we have against your Associated Checking Account.

ADDITIONAL PARTIES

You cannot add a person to your Associated Checking Account with authority to make withdrawals unless that person agrees to assume responsibility for this Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Agreement.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Agreement, we have the option to terminate *Fifth Third EARLY ACCESS* and make the entire outstanding balance immediately due and payable if:

- You are or become an executive officer of ours, and

- Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

"Federal law" includes regulations and interpretations of federal agencies. "Your indebtedness" includes any debts attributed to you by Federal law.

COSTS OF COLLECTION

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

Name: _____

Address: _____

Account Number: _____

Date: _____

Signature: _____