



Huntington Secured Credit Card Cardholder Agreement

Thank you for opening a Credit Card Account with The Huntington National Bank. This Agreement, along with your Security Agreement and your Account Opening Disclosures (which are incorporated herein by reference), and any future changes we may make, is your contract with us. It governs the use of your Card and Account.

Definitions

In this Agreement "you", "your" and "yourself" mean each applicant or co-applicant for the Account, any person responsible for paying the Account, and anyone you authorize to use, access or service the Account.

"We," "us," "our," and HNB mean The Huntington National Bank.

Your Account

You agree to use your Account in accordance with the terms of this Agreement. You must pay us for all amounts due on your Account, including any interest and fees. Your use of the Account or any payment on the Account indicates your acceptance of the terms of this Agreement. Your Account must only be used for lawful transactions.

Credit Limit

We will advise you of the credit limit on your Account. A portion of your credit limit may be available for cash advances. We may increase, decrease, restrict or cancel the credit limit or cash advance limit on your Account at any time, without advance notice. We are not obligated to allow your Account to go over its credit limit.

Transactions Exceeding Your Credit Limit

Each time you attempt a transaction which results in your applicable outstanding balance, plus authorizations, exceeding your credit limit, we may: (1) permit the transaction and treat the amount exceeding your credit limit as immediately due, or (2) decline the transaction. You are responsible for the total balance on your Account, even if your balance exceeds your credit limit.

Authorized Users

You may authorize others to use your Account. You may request that we issue Cards to additional users. They are not liable for repayment of this Account, but may use your Account subject to the terms of this Agreement. You authorize us to discuss your Account with the authorized users, and provide information about your Account to them.

You may request spending limits for the Authorized Users on your Account. However, because of systems or administrative considerations, arrangements with merchants or other business reasons, certain transactions may be processed that exceed the limit. For example, a transaction at a merchant (such as a pay-at-the pump gas station, rental car company or hotel) might be processed even though it exceeds the limit if authorization is obtained before the merchant notifies us of the final amount of the charge. You are responsible for paying for all transactions on your Account even if they exceed your requested spending limit.

You must pay us for all purchases, cash advances, and any other type of transaction made by any Authorized User or anyone else that you, or the Authorized User permit to use your Account. You must pay us even if you did not intend to be responsible for those charges. You must notify us if you want to remove an authorized user from your Account. You must also retrieve and destroy any and all Cards in their possession and cancel all of their billing arrangements to the Account.

Card Use

Purchases

You may purchase or lease goods or services from any merchant that accepts your Card or Account. However, we reserve the right not to honor Quasi Cash or Cash-Equivalent purchases (e.g., Cryptocurrency, money orders, gambling chips, and any other items that serve as cash or are convertible to cash).

Checks

We may provide balance transfer checks and/or cash advance checks for you to use. You may not use either of these to pay an amount owed to us under this Agreement or to pay any other Account you may have with us.

Balance Transfers

From time to time, in our sole discretion, we may offer you the ability to transfer other balances to your Account. We do not permit balance transfers from other accounts or loans you may have with us.

Cash Advances

You may obtain cash advances on your Account. These advances may be made from automatic teller machines (ATMs), banks, or from cash advance checks and customer-initiated online cash advances. However, we reserve the right not to honor ATM usage at casinos.

Automatic Charges

You may preauthorize reoccurring transactions on your Account. If your Account is suspended, terminated or if we issue you a new credit Card number, you will need to contact any person(s) with whom you have authorized these preauthorized reoccurring transactions to make sure they are not interrupted.

Promotions

From time to time we may make special offers related to your Account. These offers are subject to the terms of this Agreement unless otherwise detailed on or with the promotional offer itself.

Foreign Transactions and Exchange Rate

If you make a transaction in a foreign currency, the transaction will be converted by Mastercard International into a U.S. dollar amount in accordance with the Mastercard operating regulations or conversion procedures. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed.

Authorization of Transactions

We do not guarantee approval of transactions. We may deny any transactions for any reason at our discretion. We are not liable for transactions that are not approved. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Illegal and Online Gambling Transactions

You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

Closing Your Account

You may close your Account by notifying us in writing or over the phone. We may also close your Account or suspend Account privileges at any time and for any reason. We may do this without prior notice to you.

We also have the right not to renew your Account upon its expiration.

If you or we close your Account, you must still repay the total balance in accordance with the terms of this Agreement. If your Account is closed, you must return each Card to us upon request.

Lost or Stolen Cards, Account Numbers, or Cash Advance and Balance Transfer Checks

If we detect suspicious activity on your Account, or have confirmed that your Account information was compromised, we may close, reissue, and/or suspend your Card(s). This may occur with or without advance notice to you.

You must contact us if any Card, Account number, or check is lost or stolen. You must also notify us if you think someone used or may use them without your permission. You may contact us by calling the telephone number on the back of your Card or on your billing statement or by writing us at the address listed on your statement. When you contact us, we may require you to provide information to help in our investigation. We may require you to provide this information in writing.

Paying Your Account

Payment Instructions

You must follow the payment instructions on your billing statement. You must pay us in U.S. dollars. You can pay us by check, money order or electronic payment that is drawn on and honored by a bank in the U.S. Do not send cash. We will credit your payment the same day it is received as long as it is made in accordance with the instructions on your billing statement. Payments containing restrictive words, conditions, limitations or special instructions (including items marked "paid in full") must be sent to a separate address indicated on your billing statement.

Minimum Payments

You must pay us at least the minimum payment due by the payment due date each billing period. The Minimum Payment Due each billing period will depend on your APRs and New Balance.

- a. If all APRs with a balance are 23.49% or lower at the end of any billing period: You must pay the greater of:
- \$10; or
 - 2% of the New Balance rounded up or down to the nearest dollar plus (1) any unpaid Minimum Payments Due from previous bills and (2) any amount of your New Balance that exceeds your credit limit and is not already included as part of any unpaid Minimum Payments Due from previous bills.

However, if the New Balance is less than \$10, you must pay the New Balance.

- b. If any APR with a balance is over 23.49% at the end of any billing period: You must pay \$15 plus (1) any interest accrued for that billing period, (2) any Balance Transfer Fee and Expedited Payment Fee that has been assessed during that billing period, (3) any unpaid Minimum Payments Due from previous bills and (4) any amount of your New Balance that exceeds your credit limit and is not already included as part of any unpaid Minimum Payments Due from previous bills. However, if the New Balance is less than \$15, you must pay the New Balance.

Interest-Free Period / Interest Charges

There is no period in which you can pay back a Cash Advance, any other transaction treated as a Cash Advance under this Agreement, or a balance transfer to avoid incurring a Finance Charge. Interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. For a cash advance using a check, the date of the advance is the date the check is presented to us or our agent for payment. For all other cash advances, the date of the advance is the date you obtained the advance.

For purchases using the Card, there will be no Finance Charge imposed on your purchases in any billing period in which (i) there is no Previous Balance and (ii) payments received and credits issued by the Payment Due Date equal or exceed the New Balance. The Payment Due Date will be determined by us, but will be at least 21 days after the Statement Closing Date shown on your last statement. The number of days between your Statement Closing Date and your Payment Due Date (the grace period) may vary from one billing period to another. If we add a Finance Charge, we will begin to assess the charge on each purchase from the date of purchase.

Payment Allocation

We reserve the right to apply payments equal to or less than the required minimum payment amount in a manner of our choosing, which may result in balances subject to lower interest rates being paid prior to other balances. This may result in higher interest charges.

Any payment you make in excess of the required Minimum Payment Due will be allocated to your Account as required by applicable law.

Credit Balances

We may reject and return any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has been cleared. You may request a refund of credit balances at any time. We may reduce the amount of any credit balance by any new transactions billed to your Account.

Alternate Payment Methods

We may offer alternative payment methods, through a customer service representative, which would allow you to make expedited payments to your Account over the telephone, through the Internet or other payment system. We will describe the terms for using these services before you use them. We may charge a fee for these services. You do not have to use these alternative payment methods however, if you do choose to use an alternative payment method, we will disclose the then current fee amount to you before you authorize your payment.

Average Daily Balance Method (Including New Purchases)

We calculate separate Balances Subject to an Interest Rate for each type of transaction associated with your Account.

Rate We Charge

We calculate interest for each billing period by multiplying the average daily balance for each transaction type times the applicable daily periodic rate and then multiplying that result by the number of days in the billing cycle. The applicable daily periodic rate is $1/365$ th (rounded up to the nearest hundred thousandth) of the annual percentage rate for the transaction type in effect for the billing period. We add all the interest charges for each transaction type and round to the nearest penny, to get your total interest charges for that billing period. The daily periodic rates and annual percentage rates generally applicable to purchases, balance transfers and cash advances are shown on your Account Opening Disclosures.

Average Daily Balance

- a. **Ending Daily Balance.** To get the average daily balance, we first determine the ending daily balance each day. To do this:
- We start with the ending daily balance from the previous day.
 - We then add to the balance:
 - An interest charge equal to the applicable daily periodic rate multiplied by the ending balance from the prior day (known as compounding of interest) and
 - Any new transactions or other debits (including, if applicable, any transaction fees, other fees and unpaid interest charges).
 - We then subtract from each balance, as applicable, the new day's payments and credits, and treat any net credit balance as a zero balance.

- b. **Averaging Method.** We then add together the ending daily balances for each day in the billing period. We then divide the total for each transaction type by the number of days in that billing period. This gives us the average daily balance.

When We Add Each Transaction Type to Your Balance

We add purchases, balance transfers requested at application, or by phone, and cash advances as of the date of the transaction.

We add cash advance checks or balance transfer checks as of the date they are presented to us for payment.

We add fees either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing period, whichever we may choose.

The Balance Subject to Interest Rate for each type of transaction shown on your billing statement is the sum of the daily balances for that type of transaction divided by the number of days in the billing period.

We may use mathematical formulas that produce equivalent results to calculate the Balance Subject to Interest Rate, interest charges and related amounts.

Minimum Interest

We will charge you a minimum **FINANCE CHARGE** of **\$1.00** for any billing period in which a Finance Charge is due.

How to Calculate Variable Rates

Variable rate APRs are calculated by adding together the Prime Rate and the margin set forth in your Account Opening Disclosures. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing period we use the Prime Rate published in The Wall Street Journal two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Effect of APR Increases

If an APR increases, interest charges will increase. Your minimum payment may increase as well.

Disclosures for "Covered Borrowers" under the Military Lending Act, 10 U.S.C. § 987("MLA")

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

In addition, you received the Huntington Secured Credit Card Terms and Conditions which provides disclosures around the terms and conditions of your Card. Finally, please refer to both the Huntington Secured Credit Card Terms and Conditions and the Huntington Secured Credit Card Cardholder Agreement (page 3 "Minimum Payments") for your payment obligations under your Account.

MLA Oral Disclosure Statement – Under the MLA, you have the right to receive certain disclosures orally. You can receive the required MLA oral disclosures by calling (866) 278-4848 a toll free phone number.

Fees

Late Fee

You agree to pay a late fee up to the amount set forth in your Account Opening disclosures if you do not pay us at least the Minimum Payment Due for each billing period or if we receive your payment after the Payment Due Date shown on your billing statement.

Balance Transfer Fee

For each balance transfer, you agree to pay a transaction fee equal to the amount set forth in your Account Opening Disclosures.

Cash Advance Fee

For each cash advance, you agree to pay a transaction fee equal to the amount set forth in your Account Opening Disclosures.

Research/Documentation Charges

You agree to pay \$5.00 for each copy of a sales draft, credit slip, or billing statement that you request from us and \$25.00 per hour for any Account research that you request from us. However, we will not assess these charges if your request is based upon a billing error and you follow the procedures provided in the billing rights section of this Agreement.

Expedited Delivery Fee

You agree to pay a fee if you request and we agree to arrange for expedited delivery of any Card or check to you (for example, by an overnight delivery service). We will disclose the amount of this fee at the time you request this service. If you then confirm and we honor your request, we will charge the fee disclosed at the time of the request.

Annual Statement Fee

You agree to pay a fee of \$15 to provide you with an annual summary statement showing your Account activity for the calendar year.

Relationship Information

Communications

Until your Account is finally settled, you give direct and express consent to receive communications regarding your Account to us, any servicers and any collectors of your Account, through various means such as (1) any cell, landline, or text number that you provide, (2) any e-mail address that you provide, (3) auto dialer systems, (4) recorded messages, and other forms of communications. Further, you agree that any such communications are not unsolicited for purposes of any state or federal law.

Telephone Monitoring

As part of our continuing effort to maintain a high quality of service to our customers, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use this Account, those acting on your behalf, or anyone making payments on this Account, of this provision.

Alert and Text Services

Some accounts include access to mobile text messaging related services ("Text Services") and/or e-mail and mobile text messaging alerts ("Alerts"). You agree that we may send mobile text messages to you through your communication service provider, as your agent, using any telephone number or e-mail address or other delivery location you have provided or we have in our records.

The Text Services and Alerts are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Account. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your Account activity or the status of your Account. Messages may be delayed or impacted by factor(s) outside of our control. We are not responsible in those cases or for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Services and Alerts.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees to the extent not prohibited by applicable law) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive after your Account is closed.

You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

- a. **HNB Text Services and Alerts** - Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. To cancel the Text Services, send **STOP** to 446622 at any time. For help or information on the Text Services, send **HELP** to 446622. For additional assistance with the Text Services, contact customer service at (800) 480-2265.
- b. **Huntington Confirm It** - In addition to the Text Services indicated above, HNB provides Confirm It Fraud Alerts for your Credit Card. Confirm It is a **free** service that automatically notifies you of suspicious activity on your credit card accounts via text, email and/or automated phone call. You will not be charged for Confirm It texts. Message frequency varies and depends on card use.

Mobile carriers are not liable for delayed or undelivered messages. For more information, call (800) 340-4165. Please note: You can opt out of Confirm It texts and/or automated phone calls at any time. Opting out applies to your credit card Account and all cards associated with that Account. To opt out of receiving Confirm It texts, text **STOP** to 49847. By texting **STOP** to 49847, you agree to one additional confirmation message stating you have opted out and will no longer receive messages from Huntington Confirm It. For help, text **HELP** to 49847. To opt out of automated phone call fraud alerts, call (800) 340-4165.

Credit Information

You authorize us to obtain reports from consumer reporting agencies in connection with your application and any resulting Account, including for update, review, renewal, extension, or collection of amounts owed on the Account. You also authorize us to obtain reports from consumer reporting agencies to evaluate your eligibility for other Huntington credit card offers. You also agree that we may furnish information about you and your Account to consumer reporting agencies and others who are permitted by law to receive it. If you believe the Account information we reported to a consumer reporting agency is inaccurate, you may write to us at the address provided on the credit report from the consumer reporting agency. Your written dispute must provide sufficient information to locate the Account and why you believe the information is inaccurate. If available, provide a copy of the section of the credit report showing the Account information you are disputing.

Default

You will be in default if you fail to make any payment when due, exceed your credit limit, die, become a subject of bankruptcy or insolvency proceedings, do not comply with any of the terms of this Agreement, or if you have provided false information to obtain or maintain this Account. If you are in default, we may, in our sole discretion, declare all amounts you owe to be immediately due and payable, prohibit any further transactions on your Account, cancel the Cards, revoke any privileges associated with the Cards, and take any other action provided by the Security Agreement or otherwise not prohibited by law. We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe unless required by applicable law.

In the event of default, you agree to destroy and/or return all Cards to us or our designee upon demand. If you are in default, we may, in our sole discretion, refuse to pay any of your cash advance or balance transfer checks that are presented to us. If we decide to honor such checks, you will owe us the amount of such checks under the terms of this Agreement.

Governing Law

THIS AGREEMENT IS GOVERNED BY OHIO LAW AND APPLICABLE FEDERAL LAW. THIS IS THE LAW WE ARE SPEAKING OF WHEN WE REFER TO A TERM PERMITTED OR REQUIRED BY APPLICABLE LAW.

Change in Terms

We may add, change or delete the terms of your Account (including, but not limited to, Annual Percentage Rate and other significant changes). If notice is required, it will be mailed to you at least forty-five (45) days prior to the effective date of the change. Notice may also include a statement of your right to cancel the Account prior to the effective date of the change.

Assignment

Your rights under this Agreement cannot be transferred by you, by operation of law, or otherwise, but your obligations shall be binding upon your estate or personal representatives. We may transfer or assign your Account, and/or this Agreement, or any of our rights under this Agreement, to another person or entity at any time without prior notice to you or your consent.

No Waiver of Rights

We can delay enforcing our rights under this Agreement without losing them. We can accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.

Your Billing Rights; Keep This Notice For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Huntington National Bank – Dispute Resolution
PO Box 1558 GW4W61
Columbus, OH 43216

In your letter, give us the following information:

- *Account information:* Your name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Huntington National Bank - Dispute Resolution
PO Box 1558 GW4W61
Columbus, OH 43216

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Arbitration Agreement

ARBITRATION PROVISION. Arbitration is a method of resolving disputes in front of an arbitrator instead of having a trial in court in front of a judge or jury. An “arbitrator” is a neutral person from one of the organizations listed below who will decide the dispute. This Arbitration Provision governs when and how disputes between you and us will be arbitrated if a dispute arises and you or we choose to arbitrate the dispute instead of having a court or jury resolve the dispute.

READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. YOUR RIGHT TO REJECT: If you don’t want this Arbitration Provision to apply, you may reject it by sending us a written Arbitration Rejection Notice which (a) states that you (or both or all of you, if more than one) wish to reject the Arbitration Provision; (b) states your name, address and Account number; (c) is signed by you and any other person who is rejecting the Arbitration Provision; and (d) is sent by certified mail, return receipt requested, to The Huntington National Bank, EA4W25 - Credit Card Arbitration, PO Box 1558, Columbus, Ohio 43272. Upon receipt of this notice, we will credit your Account for the standard cost of a certified letter. These are the only procedures you can use to reject the Arbitration Provision. An Arbitration Rejection Notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within thirty (30) calendar days after the date we first provide you with a credit Card Agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit. If you reject this Arbitration Provision, that will not constitute a rejection of any prior arbitration provision between you and us. Even if you previously rejected an arbitration provision between you and us, you will be bound by this Arbitration Provision unless you reject it. PLEASE NOTE THAT THE JURY TRIAL WAIVER, WHICH IS LISTED BELOW, IS NOT PART OF THIS ARBITRATION PROVISION. REJECTING THIS ARBITRATION PROVISION WILL NOT ACT AS A REJECTION OF THE JURY TRIAL WAIVER.

- (a) Parties Subject to Arbitration Special Definitions:** Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms “we,” “us” and “our” mean (a) The Huntington National Bank (the “Bank”), any parent, subsidiary or affiliate of the Bank and the employees, officers and directors of such companies (collectively, the “Bank Parties”); and (b) any other person or company that provides any goods or services in connection with this Agreement if you assert a Claim against such other person or company in connection with a Claim you assert against any Bank Party.
- (b) What Claims are Covered:** “Claim” means any claim, dispute or controversy between you and us (whether preexisting, present or future) that in any way arises from or relates to this Agreement, your Account, the issuance of any Card, any rewards program or any prior Agreement or Account. “Claim” includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the advertising related to, application for or approval of the Account. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims, third-party claims, federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief.
- (c) Excluded Claim or Proceeding.** Notwithstanding the foregoing, “Claim” does not include any dispute about the validity, scope or enforceability of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and this sentence); any such dispute shall be resolved by a court and not by an arbitrator or administrator. However, any dispute about the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

(d) Arbitration Procedures.

Electing arbitration. If you or we elect to arbitrate a Claim rather than have a court decide the Claim, the party electing arbitration must notify the other party in writing. This notice can be given before or after the beginning of a lawsuit or with respect to other Claims brought later in the lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to [The Huntington National Bank, Credit Card Arbitration, Attention: Customer Service, PO Box 1558, Columbus, Ohio 43272], and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a location reasonably convenient to where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to start the arbitration proceeding in accordance with the administrator's rules and procedures. By submitting an arbitration demand, the party and counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

Arbitration administrators and rules. The arbitration administrator will be: American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. You may contact AAA directly if you have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites).

The arbitrator. A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge.

What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act ("FAA"), that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any of our attorney, expert and witness fees in connection with the arbitration, regardless of which party prevails in the arbitration.

Arbitration costs. At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced.

Right to discovery. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

(e) Federal Arbitration Act. The parties agree and acknowledge that the Agreement evidences a transaction involving interstate commerce and, therefore, a federal statute, the FAA (Title 9 of the United States Code), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Ohio shall apply.

- (f) **Class Action Waiver.** Notwithstanding any other provision of the Agreement, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency). The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.
- (g) **The Arbitrator's Decision.** The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. If requested, the arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. A judgment on the arbitrator's decision (called the "award") may be entered by any court having jurisdiction.
- (h) **Effect of Arbitration Award; Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the subparagraph above, captioned "Arbitration costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.
- (i) **Notice and Cure; Special Payment.** Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at [The Huntington National Bank, Credit Card Arbitration, Attention: Customer Service, PO Box 1558, Columbus, Ohio 43272.] This is the sole and only method by which you can submit a Dispute Claim Notice. Upon receipt of a Dispute Claim Notice, we will credit your Account for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Deposit Dispute Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.
- (j) **Rules of Interpretation:** This Arbitration Provision shall survive (i) the termination or closing of your Account, (ii) the termination of any relationship between us, including the termination of this Agreement, and (iii) any bankruptcy of any party, to the extent consistent with applicable bankruptcy law. In the event of a conflict between the provisions of this Arbitration Provision, on the one hand, and AAA's Consumer Arbitration Rules, Mass Arbitration Supplementary rules, or other applicable rules, on the other hand, the provisions of this Arbitration Provision shall control.

(k) Severability. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, RELATING TO YOUR ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US. IF YOU WERE A "COVERED BORROWER" UNDER THE MLA AT THE TIME THE ACCOUNT WAS ESTABLISHED, (I) THE ABOVE ARBITRATION PROVISION AND JURY TRIAL WAIVER PROVISION, (II) ANY WAIVER OF THE RIGHT TO LEGAL RECOURSE UNDER ANY OTHERWISE APPLICABLE PROVISION OF STATE OR FEDERAL LAW AND (III) ANY OTHER PROVISION OF THIS AGREEMENT THAT IS NOT ENFORCEABLE AGAINST YOU UNDER THE MLA, WILL NOT APPLY TO YOU WHILE YOU REMAIN A "COVERED BORROWER."

Security Agreement

This Security Agreement is a part of, and incorporated into, your Huntington Secured Credit Card Cardholder Agreement.

Security Interest in Collateral

In consideration for opening your Account, you agree to provide to us with funds in U.S. dollars from a U.S. deposit account in an amount equal to the credit limit on your Account (the "Collateral") and grant, pledge and assign to us a security interest in the Collateral and all proceeds of and additions to the Collateral. The security interest granted is to secure the prompt and full payment and complete performance of all your Obligations on your Account as provided in your Agreement. The word "Obligations" is used in its most comprehensive sense, and includes, without limitation, all indebtedness, debts and liabilities (including principal, interest, fees, charges and the like) that you owe to us, whether now existing or hereafter arising, either created by you alone or together with another or others, absolute or contingent, liquidated or unliquidated, direct or indirect, and any and all renewals of or substitutes therefor. With respect to any Collateral held by us as security for the Obligations, you assent to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the acceptance of partial payments thereon and to the settlement, compromise or adjustment thereof, all in such manner and at such time or times as we may deem advisable.

Security Deposit Account

We will hold the Collateral in an HNB account that is under our exclusive control (the "Security Deposit Account"). We will not pay interest on, or send statements to you for, the Security Deposit Account. We will maintain separate records to account for your Collateral. The Security Deposit Account is insured by the Federal Deposit Insurance Corporation to the extent permitted by law.

Adding and Returning Collateral

If we increase the credit limit on your Account, you must deposit additional funds in the Security Deposit Account at least in the amount of the increase. If we decrease your credit limit, we will withdraw funds from the Security Deposit Account and apply them to your Account so that your outstanding Account balance does not exceed your new credit limit and return any excess funds from the Security Deposit Account to you. If you or we close your Account, we will withdraw funds from the Security Deposit Account and apply them to your outstanding Account balance and return any excess funds from the Security Deposit Account to you. We may return funds to you by initiating an electronic transfer to the deposit account that you used to fund the original deposit, sending a check to you by mail or by any other method that we choose. We may take up to 60 days to return funds.

Representations, Warranties and Covenants

You represent, warrant and covenant that:

- Except for the security interest granted to us, you are, or as to Collateral arising or to be acquired after the effective date of the Agreement, shall be, the owner of the Collateral free from any and all liens, security interests, encumbrances, claims and interests.
- You shall, at your expense, perform, do, make, procure, execute and deliver all acts, things, certificates, instruments, passbooks, writings and other assurances as we may at any time request or require to protect, assure or enforce our interests, rights and remedies created by, provided in or emanating from this Security Agreement.
- You shall not spend, withdraw, reduce, pledge, transfer, assign or otherwise dispose of any Collateral in the Security Deposit Account except as otherwise provided in this Security Agreement.
- You shall not create, permit or suffer to exist, and shall take such action as is necessary to remove, any claim to or interest in or lien or encumbrance upon the Collateral, other than the security interest granted to us, and shall defend our right, title and interest in and to the Collateral against all claims and demands of all persons and entities at any time claiming the same or any interest therein.
- All information furnished by you concerning the Collateral or otherwise in connection with the Obligations, is or shall be at the time the same is furnished, accurate, correct and complete in all material respects.

- You must advise us promptly, in writing and in reasonable detail, (i) of any material encumbrance upon or claim asserted against the Collateral; and (ii) of the occurrence of any event that would have a material effect upon our security interest.

Default

If any event of default in the payment or performance of any of the Obligations secured by this Security Agreement or the performance of any covenant contained in the Security Agreement shall occur and be continuing; or if any warranty, representation or statement made or furnished to us by you proves to have been false in any material respect when made or furnished, we may, apply the Collateral, in whole or in part, to satisfy all or any part of your Obligations in such order as we may elect. Any such application of Collateral will not reduce the Minimum Payment Due under your Agreement and you are required to make any payments that are due under your Agreement and not satisfied by the Collateral. You shall remain liable for any deficiency if the Collateral is insufficient to pay all amounts to which we are entitled on your Account.