



## Voice Credit Card Terms and Conditions

THE VOICE CREDIT CARD CARDHOLDER AGREEMENT (WHICH WILL BE INCLUDED IN THE CARD PACKAGE IF YOU ARE APPROVED) INCLUDES AN ARBITRATION PROVISION AND A JURY TRIAL WAIVER. IF A DISPUTE BETWEEN YOU AND US IS ARBITRATED, THE ARBITRATION PROVISION, UNLESS REJECTED BY YOU WILL SUBSTANTIALLY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO HAVE A COURT OR JURY TRIAL OR TO BRING, JOIN IN OR PARTICIPATE IN CLASS PROCEEDINGS. IF THE DISPUTE IS NOT ARBITRATED, THE JURY TRIAL WAIVER WILL ELIMINATE YOUR RIGHT TO A TRIAL BY JURY IN COURT. HOWEVER, THE ARBITRATION PROVISION AND JURY TRIAL WAIVER WILL NOT APPLY TO THE EXTENT THAT YOU ARE A "COVERED BORROWER" PROTECTED BY THE MILITARY LENDING ACT.

### Interest Rates and Interest Charges

	Rewards Option	Lower Rate Option
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.99% - 27.99%</b> Based on your creditworthiness	<b>11.99% - 25.99%</b> Based on your creditworthiness
These APRs will vary with the market based on the Prime Rate. <sup>1</sup>		
<b>APR for Balance Transfers</b>	<b>0.00%</b> Introductory APR for the first 12 billing cycles following account opening on any balance transfer made within the first 90 days following account opening. <sup>2</sup> After that, your APR will be at or between:	<b>0.00%</b> Introductory APR for the first 12 billing cycles following account opening on any balance transfer made within the first 90 days following account opening. <sup>2</sup> After that, your APR will be at or between:
	<b>13.99% - 27.99%</b> Based on your creditworthiness	<b>11.99% - 25.99%</b> Based on your creditworthiness
These APRs will vary with the market based on the Prime Rate. <sup>1</sup>		
<b>APR for Cash Advances</b>	<b>25.99% - 30.99%</b> <sup>3</sup> These APRs are based on your creditworthiness and will vary with the market based on the Prime Rate.	
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00	
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .	

### Fees

<b>Annual Fee</b>	None
<b>Transactions Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> </ul>	The greater of <b>\$10.00</b> or <b>3%</b> of the amount of each Balance Transfer. The greater of <b>\$10.00</b> or <b>3%</b> of the amount of each Cash Advance
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> </ul>	Up to <b>\$38</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

<sup>1</sup> For the Rewards Option, we add a margin of between 8.74% and 22.74% to the Prime Rate to determine the Purchase/Balance Transfer APR. For the Lower Rate Option, we add a margin of between 6.74% and 20.74% to the Prime Rate to determine the Purchase/Balance Transfer APR.

<sup>2</sup> **Loss of Introductory Rate:** We may end your introductory APR and apply the post-introductory Purchase/Balance Transfer APR if all or part of your required minimum monthly payment is more than 60 days late.

<sup>3</sup> We add a margin of between 20.74% and 25.74% to the Prime Rate to determine the Cash Advance APR.

If you transfer a balance at the introductory rate, any purchases you make with your card will be charged interest unless you pay the entire balance (including any transferred balances) in full each month, by the payment due date.

This information is accurate as of 11/2018 and is subject to change after this date. For current information please contact Huntington National Bank at PO Box 1558, Columbus, OH 43272 or call us at 1-800-480-BANK for any changes.

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. 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.

**Changes:** 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.

**Application Terms:** You hereby request a Huntington Credit Card. This application is subject to the approval of, and any credit will be extended by, The Huntington National Bank (referred to as "we", "us", "our") 41 South High Street, Columbus, Ohio. You certify that you have answered the questions in this application fully and truthfully, and that you have not omitted any material information.

**Obtaining Consumer Reports and Sharing Information:** We may obtain credit or other consumer reports on you, check your credit and verify with others information you provide in connection with this application. We may report our credit and other experience with you to consumer reporting agencies and others who we determine have a legitimate need for the information.


#### **Voice Consumer Credit Card Rewards Program**

The Voice Consumer Credit Card Rewards Terms and Conditions govern the Voice Consumer Credit Card Rewards program and are available at <https://www.huntington.com/account-disclosures>.

The **Ohio laws** against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

**New York Residents:** New York residents may contact the New York State Department of Financial Services at 1-800-342-3736 or go to [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative list of credit card rates, fees, and grace periods.

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## **Voice Credit Card Cardholder Agreement**

Thank you for opening a Credit Card Account with The Huntington National Bank. This 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. 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 without raising your credit limit; (2) permit the transaction and treat the amount exceeding your credit limit as immediately due, or (3) 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 additional Cards for authorized users. You must pay us for all purchases and cash advances made by any authorized user or anyone else that you 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., traveler’s checks, 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. However, we reserve the right not to honor ATM usage at casinos. Balance transfer checks made payable to cash or yourself will be treated as a cash advance.

### ***Overdraft Advances***

You may set up this Account to cover overdrafts on your checking account. If you do, then the terms of this Agreement and your checking account agreement will apply. For purposes of this Agreement, these transactions will be treated as cash advances, subject to the cash advance APR, except that there will be no associated transaction fee.

### ***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 operating regulations or conversion procedures in effect at the time the transaction is processed. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date.

### ***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***

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 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 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. 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 1/365th 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:
    - o 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
    - o 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 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 Voice Credit Card Terms and Conditions which provides disclosures around the terms and conditions of your Card. Finally, please refer to both the Voice Credit Card Terms and Conditions and the Voice 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) 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 Voice 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 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, and revoke any privileges associated with the Cards. 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, P.O. 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, P.O 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 select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures.

**Arbitration administrators and rules.** The arbitration administrator will be: American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879; or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. You may contact these organizations 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). If the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall select the administrator or arbitrator. No person or company may serve as arbitrator or administrator, without the consent of all parties, if he, she or it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

**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.** At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. 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. Unless the parties agree otherwise, and to the extent feasible, the appeal will be conducted pursuant to or modeled after the JAMS Optional Appeal Procedure, available at <http://www.jamsadr.com/rules-optional-appeal-procedure>. 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, P.O. 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 any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, 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.”**





## **Your Privacy Rights Huntington's Online Privacy Policy**

This Online Privacy Policy ("Online Policy") applies to The Huntington National Bank, its parent Huntington Bancshares Incorporated and their subsidiaries and affiliates (collectively described as "Huntington," "we," or "us"), this website and any Huntington website that links to this Online Policy (each a "Site," and collectively "Sites"). This Online Policy specifically applies to Huntington's online collection, use and disclosure of information collected from visitors during use of the Sites, such as for transactional purposes or through online tracking technology, including cookies or action tags. This Site is operated in and controlled from the United States of America. This Online Policy should be read together with the "What Does Huntington Do with Your Personal Information" Privacy Notice ("Privacy Notice") below, which, among other things, describes how Huntington may share personal information gathered from you and how you can opt-out or limit certain types of information sharing.

### **Effective Date**

The Online Privacy Policy is effective as of July 2015.

### **Changes to the Online Policy**

We reserve the right to amend the Online Policy at any time to address future developments of Huntington, the Site or changes in industry or legal trends. We will post the revised Online Policy on the Site or announce the change on the Site's homepage. If we make changes to the Online Policy, we will revise the "Effective Date" section above. Any changes to this Online Policy will become effective upon the posting of the revised Online Policy on the Site. By continuing to use the Site following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Online Policy, as it may be amended from time to time, in whole or in part, please do not continue using this Site. If you have any questions or comments about the Online Policy, please feel free to contact us at [privacy@huntington.com](mailto:privacy@huntington.com).

### **Types of Information Collected**

We collect Personal Information and Aggregate Information from visitors to the Site. We use the term "Personal Information" to mean any information that can identify a specific individual. We use the term "Aggregate Information" to refer to any information that does not allow us to identify a specific individual, such as demographic information, areas visited on the Site or what browser was used to access the Site.

### **Personal Information**

We collect various types of Personal Information from visitors to the Site, such as name, address, email address, phone number, mother's maiden name, Social Security number, date of birth, driver's license, employment, income, residence, and collateral information.

### **Aggregate Information**

As described in the next section, we may gather and store Aggregate Information about Site visitors. The collection of this Aggregate Information enables us to measure the number of visitors to various portions of the Site, diagnose problems with our Site, administer the Site, and track visitor activity. We will use Aggregate Information to learn more about what you and our customers are expecting from our services to improve the Site. Because Aggregate Information collected on the Site does not personally identify you, we may use Aggregate Information for any purpose whatsoever and share Aggregate Information with third parties for any purpose whatsoever.

### **Notice Regarding the Use of Cookies or Similar Technologies**

Cookies or other similar technologies may be used to gather information. Cookies are electronic files that your internet browser places on your hard drive to retain information relating to visits to and use of a website. We use cookies to improve the functionality of our Site. We do not use cookies to store or transmit Personal Information. We use cookies to enable our customers to navigate more easily within our Site during an online session. We use "persistent" cookies to allow you to set and maintain your preferences for using our Site. Persistent cookies remain on your computer's memory after you close your internet browser.

We also use 1x1 pixel "action tags," which are types of tracking technology associated with cookies. Action tags help us know how many visitors link to our Site from a third-party website, which areas of our Site visitors use most often, and how much time visitors spend at our Site. We provide this type of Aggregate Information to a nonaffiliated application service provider that compiles statistical information for us. Collection of this data enhances Huntington's ability to meet the needs of online users and make improvements to the online experience.

We engage third party advertising companies to serve ads on Huntington's behalf across the internet. Huntington is not providing, and these companies do not collect, your Personal Information. These companies may use behavioral information obtained from action tags, such as how you navigate websites, to provide Huntington advertisements to you. In addition, we may engage these companies to track and report performance of advertising and marketing campaigns to and from Huntington. These companies may not use your behavioral information for any purpose other than to deliver Huntington ads on the internet.

You can block cookies by changing the settings on your internet browser or through the use of software programs specifically designed to block cookies. Please note, however, that if you choose to block cookies, you will not be able to log into our secure Online Banking service, and you may limit other functionality we can provide when you visit our Site. You can also remove cookies by deleting them from your Temporary Internet or Cookies folder.

### **Notice Regarding Browser Settings**

Our Site does not recognize Web browser "do not track" signals or other mechanisms. No other party will collect personally identifiable information about your online activities over time and across different Web sites when you use this Web site or service.

### **Our Use of Personal Information**

Consistent with our Privacy Notice, we use Personal Information provided by Site visitors to fulfill the purpose for which such information was provided, such as to open an account for you, to process a transaction authorized by you, to send you information we think may be of interest to you, to evaluate your suitability for a job if you apply on line through the Careers section of our Site, or as specifically disclosed at the time the information is requested.

We also may remove identifiers from Personal Information or aggregate that information to make it anonymous. We will use such Aggregate Information as described in the section "Aggregate Information."

### **Disclosure of Personal Information**

We may disclose Personal Information, as permitted by law, and: (1) consistent with our Privacy Notice; (2) to comply with applicable laws; (3) to respond to governmental inquiries or requests; (4) to comply with valid legal process; (5) to protect the rights, privacy, safety or property of Huntington; (6) to permit us to pursue available remedies or limit damages that we may sustain and (7) to enforce our rights resulting from inappropriate use of the Site.

In the event there is a change in the corporate structure of Huntington such as, but not limited to, merger, consolidation, sale, liquidation, or transfer of substantial assets, Huntington may, in its sole discretion, transfer, sell or assign information collected on and through this Site, including without limitation, Personal Information concerning visitors, to one or more affiliated or unaffiliated third parties.

### **Your Choice About Receiving Promotional E-mails**

Visitors may choose not to receive promotional e-mails or electronic newsletters from us by following the instructions in the specific email from which they wish to opt-out. We will respond to a request made pursuant to this method as promptly as practicable. Even if you elect to stop receiving promotional emails from us, we may still contact you to tell you important information about the Site or us, or in response to a transactional or service related matter.

### **Maintaining Accuracy in Online Information**

We strive to maintain complete and accurate online information about you and your accounts. If you believe that our online records contain inaccurate or incomplete information about you, please call us toll-free at 1-800-480-BANK (2265) (24 hours a day, seven days a week). Our Online Banking customers may access and edit their own information by logging in to our secure Online Banking service and clicking on the "Customer Service" tab. We will correct any confirmed inaccuracies as necessary and appropriate.

### **Notice Regarding Children's Information**

We respect the privacy of children and comply with the practices established under the Children's Online Privacy Protection Act. We do not knowingly collect or retain personally identifiable information from children.

### **Safeguarding Personal Information**

We employ appropriate safeguards to protect Personal Information that you provide to us through our Site. Unfortunately, no method of transmitting or storing data can be guaranteed to be 100% secure. As a result, although we strive to protect Personal Information, we cannot ensure the security of any information you transmit to us through or in connection with the Site. If you have reason to believe that your interaction with us is no longer secure, please notify us of the problem by contacting us at [privacy@huntington.com](mailto:privacy@huntington.com)

In the unlikely event that we believe that the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your email address, we may notify you by email.



We may include links in our emails that link you to information on our Web site about our products, services, and special pricing or promotional offers. However, we will never ask you for Personal Information in an email from us (for example, username, password, Social Security number or account number). We will also never include links that take you to a nonsecure page where you are asked to provide this information. To determine whether an email that you have received from Huntington is legitimate, you may contact our Customer Service Center toll-free at 1-800-480-BANK (2265) (24 hours a day, seven days a week).

If you receive an email or other correspondence requesting that you provide any sensitive information via email or to a Web site that does not seem to be affiliated with the Site, or that otherwise seems suspicious to you, please do not provide such information and report such request to us at [idtheft@huntington.com](mailto:idtheft@huntington.com).

#### **Notice Regarding Web Linking Practices**

We may provide access to information, products or services offered on websites that are owned or operated by other companies ("Third Party Websites"). We provide this access through the use of hyperlinks that automatically move you from a Huntington website to the Third Party Website.

While we do our best to provide you with helpful, trustworthy resources, we cannot endorse, approve or guarantee information, products, services or recommendations provided at any Third Party Website. Because we may not always know when information on a linked site changes, Huntington is not responsible for the content or accuracy of any Third Party Website. Huntington shall not be responsible for any loss or damage of any sort resulting from the use of a link on its websites nor will it be liable for any failure of products or services advertised or provided on any Third Party Website.

Huntington offers links to you on an "as is" basis. When you visit a Third Party Website by using a link on a Huntington site, you will no longer be protected by Huntington's privacy policy or security practices. The data collection, use, and protection practices of the Third Party Website may differ from the practices of Huntington sites. You should familiarize yourself with the privacy policy and security practices of Third Party Websites that you choose to visit. Those are the policies and practices that will apply to your use of the Third Party Website, NOT Huntington's policies and practices.

Products, services, and benefits offered by third parties at Third Party Websites are obligations of those third parties, are not an obligation of, a deposit of, or guaranteed by Huntington or any of its affiliates, and are not FDIC insured.

#### **Notice Regarding the Use of Online Surveys and Sweepstakes**

Online surveys and sweepstakes are offered from time to time on the Site. Online surveys are used so that we can gather information to better serve you. Based on the information you provide to us, we may inform you of accounts and services from Huntington. You are not required to complete online surveys, sweepstakes or promotions. You should carefully review the rules of each sweepstakes or promotion in which you participate through the Site, as they may contain additional important information about Huntington's use of Personal Information about you. To the extent that the terms and conditions of each sweepstakes or promotion concerning treatment of your Personal Information conflict with this Online Policy, the terms and conditions will control.

#### **Notice Regarding the Use of Online Planning Tools**

We make planning tools, such as mortgage and savings calculators available. We do not currently store information that you enter into one of these planning tools or calculators.

# FACTS

## WHAT DOES HUNTINGTON DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Payment history and credit scores
- Investment experience and insurance claim history

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Huntington chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Huntington share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

**To limit our sharing**

- Call toll-free 1-800-537-0861 – our menu will prompt you through your choices.

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?** Call toll-free 1-800-480-BANK (2265) or go to [huntington.com](http://huntington.com)

**Who we are**
**Who is providing this notice?**

Huntington companies that are financial service providers, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors, and insurance agencies.

**What we do**
**How does Huntington protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Huntington collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Make deposits or withdrawals from your account
- Apply for insurance or seek advice about your investments

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See Page 3 for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply only to you – unless you tell us otherwise.

**Definitions**
**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a Huntington name and financial companies, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors, and insurance agencies.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include banks, securities broker-dealers, insurance companies, data processors, software companies, collection agencies, credit bureaus, marketing service providers, and state and federal government agencies.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial institutions with whom we have joint marketing agreements, such as insurance companies, mutual fund companies, and motor vehicle dealers.*

**Other important information****State Disclosures**

In addition to your rights described below and in this notice, you may have other rights under state laws. We will comply with applicable state laws with respect to our information practices.

Important information for Ohio residents that apply for or obtain an insurance product for personal, family, or household purposes from a Huntington insurance agency –

We may collect personal information from sources other than the persons proposed for insurance coverage (see, for example, the “How does Huntington collect my personal information?” section). We may also disclose that information, as well as other personal or privileged information subsequently collected, to third parties outside of Huntington without your authorization to the extent disclosure is permitted by law. Ohio law provides a right to review and correct personal information that Huntington collects about you. To receive a more detailed description of our information practices, please write to us at: Huntington Customer Information Services, Ohio Insurance Information Practices, P.O. Box 1558, HP0700, Columbus, Ohio 43216.

California and Vermont Customers have other protections under state law. If your primary mailing address is in California or Vermont, we will not share your credit or financial information that we collect except as permitted by law, including, for example, with your consent or to service your account. We will also not use your information for joint marketing purposes. We do not share customer information with third parties except as permitted by law.

Important information for Nevada residents –

At any time, you may request to be placed on Huntington’s internal do-not-call list by calling us toll-free at 1-800-537-0861. Nevada law requires that we provide you with the following contact information to enable you to obtain further information: (i) Huntington Customer Information Services, Nevada Do-Not-Call Information, P.O. Box 1558, EA4W58, Columbus, Ohio 43216, Phone: 1-800-480-BANK (2265), Email: [privacy@huntington.com](mailto:privacy@huntington.com), and (ii) Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, Nevada 89101, Phone: 1-702-486-3132, Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**Affiliates Providing this Notice**

- The Huntington National Bank
- The Huntington Investment Company
- Huntington Insurance, Inc.
- HBI Title Services, Inc.

**Additional Information Collection and Use Disclosures**

<p>Your Choice About Promotional Offers</p>	<p>You may call us toll-free at 1-800-537-0861 to tell us your preferences about receiving special pricing or other promotional offers from us. If you do that, however, our ability to tell you about offers that may benefit you and help you save and invest in your future may be limited. Whether or not you make this choice, we will still contact you from time to time about your accounts and provide account mailings to you, such as statements and notices. We may also include special pricing or other promotional offers with such account mailings.</p>
<p>Correcting Errors in Information We Share with Consumer Reporting Agencies</p>	<p><u>If you believe any of the information we share with a consumer reporting agency is in error, please let us know. Write to us at: Huntington Customer Information Services, Consumer Reporting Agencies, P.O. Box 1558, EA4W25, Columbus, Ohio 43216.</u> Please provide us with your complete name, current address, phone number, and Social Security number. You will also need to include your account number, type of account, the specific item in dispute and other supporting documentation or information we reasonably require. You must tell us the reason you believe this information has been reported in error.</p>
<p>Identity Theft</p>	<p>The law provides certain rights to victims of identity theft. If you believe you are a victim of identity theft with respect to any of your accounts or transactions with us, you may notify us at: Huntington Customer Information Services, Identity Theft, P.O. Box 1558, EA3W21, Columbus, Ohio 43216. Please provide as much detail as possible about the accounts or transactions in question, including any dates and account or transaction numbers that apply. We may contact you to discuss additional information necessary to resolve the matter. For more information about our identity theft policies and practices, please visit <a href="http://huntington.com">huntington.com</a> and type "ID Theft" in the search box. There you will find helpful information about how to protect yourself. You will also find additional information on what to do if you believe you are a victim of identity theft.</p>
<p>Important Information About Procedures for Opening a New Account</p>	<p>To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p>
<p>For Our Insurance Customers</p>	<p>From time to time, a Huntington insurance agency may review your account and obtain additional quotes on your insurance program to ensure your competitive place in the market. To perform this service, our quoting carriers will utilize certain consumer report information, such as motor vehicle reports, claim history reports, and credit reports. You may request that our insurance agencies not provide this service by emailing <a href="mailto:insurance.compliance@huntington.com">insurance.compliance@huntington.com</a> or by writing to us at: Huntington Insurance, Insurance Opt-Out, P.O. Box 1558, HP0700, Columbus, Ohio 43216. Please include your name, address, telephone numbers, the specific policy numbers, and Social Security numbers on your written request.</p>

