Huntington

Voice Business Credit Card℠ Terms and Conditions

By submitting an application, you, the owner or authorized officer, are requesting on behalf of the Business that Huntington National Bank ("we", "us" and "our") open a Voice Business Credit Card℠ account in the name of the Business and to issue cards accessing the account to persons that you designate. The application is subject to our approval, and if approved, any credit will be extended by us. You acknowledge and agree on behalf of yourself and the Business to any other terms and conditions set forth below and that (i) if you agreed to be a personal guarantor, you and the Business shall be jointly and severally liable for all charges and balances on the account, (ii) all information provided in the application is correct, complete and subject to verification by us and (iii) the account may be used solely for business purposes and is governed by the Voice Business Credit Card℠ Agreement ("Card Agreement") provided in the credit card account opening package. The Card Agreement includes an arbitration provision. If a dispute with us is arbitrated, the arbitration provision, unless rejected, will substantially affect your and the Business's rights 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 the right to a trial by jury in court.

Federal law requires Huntington to obtain, verify and record information to identify each person opening an account in order to help the government fight the funding of terrorism and money laundering activities. Before an account is opened, we will ask for your and the Business's name, address, date of birth (for individuals) and other information that will allow us to identify you and the Business. We may ask to see your driver's license or other identifying documents and obtain identification information about you, the Business and any authorized users.

You may be required to submit additional documentation, such as the Business's financial statements, in order to process the request for credit. You must be at least 18 years of age to apply.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**14.74% - 25.74%** based on creditworthiness. This APR will vary with the market based on the Prime Rate.[1]
APR for Balance Transfers	**0.00%** Introductory APR for the first 12 billing cycles following account opening on any balance transfer made within the first 90 days following account opening. After that, your APR will be[2] at or between **14.74% - 25.74%** based on creditworthiness. This APR will vary with the market based on the Prime Rate.[1]
APR for Cash Advances	**27.74%** This APR will vary with the market based on the Prime Rate.[3]
How to Avoid Paying Interest on Purchases	The payment due date is at least 21 days after the close of each billing cycle. We will not charge interest on purchases if the entire balance is paid by the due date each month.
Minimum Interest Charge	If interest is charged, the charge will be no less than $1.00

Fees	
Annual Fee	**None**
Transactions Fees	
• Balance Transfer	The greater of **$10.00** or **3%** of the amount of each Balance Transfer
• Cash Advance	The greater of **$10.00** or **5%** of the amount of each Cash Advance
Penalty Fees	
• Late Payment	Up to **$41**
• Returned Check	Up to **$39**

How We Will Calculate the Balance: We use a method called "average daily balance (including new purchases)." See the Card Agreement for more details.

[1] We add a margin of between 7.74% – 18.74% to the Prime Rate to determine the Purchase/Balance Transfer APR.

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

[3] We add a margin of 20.74% 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 11/2026 and is subject to change after this date. For current information please contact Huntington National Bank at PO Box 1558, Columbus, OH 43272, Voice Business Credit Cards or call us at (888) 696-9982 for any changes. Further, you and the Business understand and agree that the rates, fees and terms of the account may change in accordance with the Cardholder Agreement.

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 the account (including, but not limited to, the Annual Percentage Rates and other significant changes). If notice is required, it will be mailed within any time-frame required by applicable law. If required by law, notice may also include a statement of the right to cancel the account prior to the effective date of the change.

Obtaining Credit Reports and Sharing Information: We may obtain credit or other consumer or business reports on you and the Business (i) to check the credit of you and the Business, (ii) to verify information you provide in connection with this application and (iii) in connection with any update, renewal or extension of the credit. We may report our credit and other experience with you and the Business to credit reporting agencies and others who we determine have a legitimate need for the information. If asked, we will indicate whether a consumer report was requested and the name and address of the agency that furnished the report. We and our affiliates may share information we have about you and the Business at any time for marketing, administrative and any other purposes to the fullest extent not prohibited by law.

Voice Business Credit Card [SM] Rewards Program: The Voice Business Credit Card [SM] Rewards Terms and Conditions govern the Voice Business Credit Card [SM] Rewards program and are available at https://www.huntington.com/account-disclosures .

State Notices

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 us 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 (800) 342-3736 or go to www.dfs.ny.gov to obtain a comparative list of credit card rates, fees, and grace periods.

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Huntington

Voice Business Credit Card SM Cardholder Agreement

Thank you for opening a Voice Business Credit Card SM Account with The Huntington National Bank. This Agreement, the billing statements, and the 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 Cards and Account.

Definitions

In this Agreement "you," "your" and "yourself" mean the business that applied for the Account ("Business") and any other person that has agreed to be responsible for paying the Account ("Guarantor"). "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 the Account, including all charges and any interest and fees. Each use of the Account or any payment on the Account indicates your continuing acceptance of the terms of this Agreement. Your Account must only be used for lawful transactions.

Joint and Several Liability

The Business and any Guarantor agree to be jointly and severally liable for all amounts owed on the Account. We may enforce any right or remedy that we may have regarding any of your obligations under this Agreement without affecting our other rights or remedies. As the Business or Guarantor, you waive: (i) any right to require us to proceed against any other entity or person liable on the Account or pursue any other entity or person liable on the Account or pursue any other remedy in our power; (ii) any defense because of any disability or other defense or cessation of liability on the Account by anyone else for any reason other than full payment; (iii) any defense or right against us arising out of the exercise of our rights under this Agreement to the extent that such exercise of our rights results in the loss of any right of subrogation, reimbursement or other right that you may have against anyone else liable on the Account; and (iv) all presentments, diligence, protests, demands and notices of protest, dishonor or nonperformance.

Credit Limit

We will advise you of the credit limit on your Account. You may request us to assign separate credit limits to each Card 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 in our sole discretion and 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, to exceed your total credit limit, we may: (i) permit the transaction and treat the amount exceeding your credit limit as immediately due; or (ii) decline the transaction. You are responsible for the total balance on your Account, even if your balance exceeds your credit limit.

Administrator

You must promptly tell us if the individual who applied for the Account on behalf of the Business and to whom we may address billing statements ("Administrator") is no longer employed by or associated with the Business, or the Business otherwise intends to replace the Administrator. In that case, upon our request you must either close the Account, or propose another individual to replace the Administrator. If you propose another individual to replace the Administrator, that individual must agree to assume the obligations and liabilities of the Administrator under this Agreement, as of the date that such individual replaces the Administrator. That person is subject to our approval. You agree that the Administrator remains the Administrator until we approve a replacement or the Account is closed.

Authorized Users

You or your Administrator may authorize your employees, contractors or others having a close business relationship with you to use your Account (each, an "Authorized User"). You may request a Card for each Authorized User. Your request for a Card for an Authorized User shall be determined to be a request that we issue a Card to the Authorized User. 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 are responsible and must pay us for all purchases, cash advances and any other type of transaction made by each Authorized User or anyone else that you or any Authorized User permit to use your Account, including all purchases, cash advances and any other type of transaction made by an Authorized User following termination of the Authorized User's employment or association with you, even if you did not intend to be responsible for those charges. You agree to make reasonable attempts to ensure that each Authorized User complies with the terms of this Agreement. You or your Administrator must notify us if you want to remove an Authorized User from your Account. We will have a reasonable amount of time to act on this request. You must also retrieve and destroy any and all Cards in their possession. You agree to establish rules and procedures for Authorized Users to guard against fraudulent use and to assure that Cards are used only for business or commercial purposes and not for any purpose prohibited by this Agreement. You must provide us with each Authorized User's information, including the individual's name and other identifying information that we request, which we will store and use for servicing and regulatory purposes including compliance with the USA PATRIOT ACT. We reserve the right to investigate the identity of any existing or proposed Authorized User by obtaining, verifying and recording personally identifying information, and may obtain such information from third parties. You agree to tell Authorized Users that we may obtain, provide and use information about them and that their use of your Account is subject to the terms and conditions of this Agreement. We reserve the right, in our sole discretion, to refuse, block or revoke Authorized User access to your Account.

Account Use

Purchases

You may purchase or lease goods or services from any merchant that accepts your Card or Account. We are not responsible if any goods or services purchased by you or any Authorized User are defective or unsatisfactory except as otherwise provided by applicable law.

Business or Commercial Purposes

You may use your Account solely for business or commercial purposes (which does not include any personal, family or household purpose), and you agree to so advise each Authorized User. As a result, you understand that certain federal and state consumer protection laws that grant rights to consumers for consumer accounts do not apply to your Account. Your obligations under this Agreement are not affected or limited if any balances are incurred for non-business purposes.

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 from automatic teller machines (ATMs), banks, cash advance checks, and other means that we offer. However, we reserve the right not to honor ATM usage at casinos. Cash equivalent transactions that function similarly to cash also may be treated as cash advances, including, but not limited to, person-to-person money transfers and the purchase of money orders, traveler's checks, wire transfers, gift and stored value cards, cryptocurrency and lottery, betting or gambling-related items. Additional cash equivalent transactions may also be considered cash advances as determined by us. We reserve the right not to honor cash equivalent transactions.

Overdraft Advances

You may set up this Account to cover overdrafts on the Business's checking account. If you do, then the terms of this Agreement and the Business's 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 provide a merchant with your Account number, expiration date or other Account information to store and use to charge your Account for (i) preauthorized reoccurring transactions or (ii) other transactions that you authorize from time to time. If your Account information changes, you acknowledge that we may provide updated Account information to the Mastercard® Automatic Billing Updater ("ABU") database. If a merchant with whom you have a payment arrangement has registered for the ABU program, that merchant may receive the updated Account information to facilitate the processing of authorized charges. Because not all merchants have registered for the ABU program, we recommend that you notify each merchant with whom you have a payment arrangement of any updated Account information to ensure that your payments continue uninterrupted. If you want to stop payments for preauthorized reoccurring transactions on your Account, you must inform the merchant that it is no longer authorized to initiate charges to your Account. If your Account is suspended or terminated, you will need to make alternative payment arrangements with each merchant with whom you have a payment arrangement.

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. 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 and at our sole discretion. 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 all Cards 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 Cards. 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 Cards 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.

Compliance with Laws Administered by OFAC

You agree to comply with and ensure that the use of all Cards and transactions on the Account are in accordance with all applicable federal and state laws, including, but not limited to, those federal laws administered by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. You represent and warrant that you and all Authorized Users are not designated as Specially Designated Nationals. You acknowledge that we are required to comply with those federal laws administered by OFAC and acknowledge that those laws may result in us taking or refraining from taking certain actions, including but not limited to suspending or terminating Cards or the Account. We will not be liable for any loss to you as a result of us taking or refraining from taking any actions (which we may consider in our sole determination, to be appropriate or requested) to comply with applicable law.

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. You may not pay us by sending us 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.
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.
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 cash advance check, the date of the advance is the date the cash advance 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 a 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 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.

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.

Interest

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 times the number of days in the billing cycle. The applicable daily periodic rate is 1/365th (rounded up to the nearest hundred thousandth) of the annual percentage rate for the transaction type in effect for the billing period. For each 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

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 and other fees).

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.

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 Balances 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.

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.

Return Check Fees/ Return Payment Fees

You agree to pay a fee for each cash advance written against your Account up to the amount set forth in your Account Opening disclosures and each payment check which fails to clear and is returned unsatisfied. We may post this fee to your Account each time a payment check or cash advance check is dishonored, even if we represent your check, and even if such is paid upon re-presentment. You also agree to pay a fee up to the amount set forth in your Account Opening disclosures for each cash advance check written against your account on which we stop payment at your request.

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 relates to a billing error and you follow the procedures for notifying us of billing errors that are set forth in 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 cash advance 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.

Representations, Warranties and Covenants

You represent, warrant and covenant that: (i) the Business is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any certificate of incorporation, certificate of organization, by-laws, operating agreement, partnership agreement, or any agreement of any kind, nature or description binding upon you which prohibits you from entering into or performing under this Agreement; (iii) your execution and performance of this Agreement has been duly authorized; and (iv) this Agreement is a binding obligation of yours. We will be entitled to rely on any written notice or other communication believed by us in good faith to be genuine and to have been signed or authorized by an authorized representative of you, and any such communication will be deemed to have been authorized by you.

Relationship Information

Communications

Until your Account is finally settled, you give direct and express consent to receive communications regarding your Account from 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 email 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 and any persons acting on your behalf 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. You agree to 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 billing 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 Business 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 (888) 696-9982. 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 (888) 696-9982.

Notices

We will send billing statements and other notices to you at the billing address contained in our records. You must notify us immediately of any change in the mailing address, e-mail address or telephone number that we use to send you billing statements, notices or other communications by calling the telephone number on your billing statement or by writing us at the address listed on your billing statement.

Credit Information

You authorize us to obtain credit or other consumer or business reports on you from consumer reporting agencies, business reporting agencies and others in connection with your application and any resulting Account, including for update, review, renewal, extension, collection of amounts owed on the Account and other uses not prohibited by law. If asked, we will indicate whether a consumer report was requested and the name and address of the agency that furnished the report. You also agree that we may furnish information about you and your Account to credit reporting agencies and others who are permitted by law to receive it. If you believe the Account information we reported to a credit reporting agency is inaccurate, you may write to us at the address provided on the credit report from the credit 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. You agree to provide us upon request at any time with updated credit information or any other information that we may reasonably request to administer your Account or verify your compliance with this Agreement.

Default

You will be in default if either the Business or a Guarantor:

1. fail to make any payment when due;
2. exceed your credit limit;
3. die;
4. become a subject of bankruptcy or insolvency proceedings;
5. do not comply with any of the terms of this Agreement;
6. provide false information to obtain or maintain this Account; or
7. default in payment or performance of any obligation under any other agreement with us.

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 exercise any other rights and remedies available at law or in equity. 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 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.

Right of Setoff

To the extent not prohibited by applicable law, we reserve a right of setoff in all of your accounts with us (whether checking, savings, or some other account). This includes all accounts you hold jointly with someone else and all accounts you may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. You authorize us, to the extent not prohibited by applicable law, to charge or setoff all sums owing on the Account against any and all such accounts.

Governing Law and Venue

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. YOU AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN FRANKLIN COUNTY, OHIO, AND WAIVE ANY OBJECTION TO VENUE WITH RESPECT TO ACTIONS BROUGHT IN SUCH COURTS IN OHIO.

Change in Terms

We may add, change or delete the terms of your Account (including, but not limited to, annual percentage rates and other significant changes) in our sole discretion and without the consent of or notice to you unless required by applicable law.

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.

Sharing of Information

You agree to let us share information about you and your Account for any purpose not prohibited by law, including, but not limited to, providing your personal and business data to Mastercard, its Members, or their respective contractors for the purpose of providing Emergency Cash Advances and Emergency Card Replacement Services.

Review Statements

You are responsible for promptly reviewing and inspecting all reports, notices, billing statements, adjustments, charges, entries, and other transactions available to you. You agree to notify us in writing at the address listed on your billing statement of any errors or discrepancies within (i) 60 days after receipt of the same which contain such errors or discrepancies and (ii) at least 3 business days before an automated payment is scheduled if you want to stop payment on the amount you think is wrong. The written notice must include (i) the name of the Business, (ii) your Account number, (iii) the dollar amount of the suspected error or discrepancy and (iv) a brief description of the suspected error or discrepancy. You agree that we are not liable for any losses resulting from your failure to give us such notice of errors or discrepancies to the fullest extent permitted by law.

Online Program Administration

You will be provided with an online interface in order to manage the Account. The online interface also includes reporting capability. You must obtain or have the appropriate equipment and Internet capabilities necessary to access the online interface, and you must set software to the appropriate security settings. You must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to the online interface. You must be aware of latest phishing, pharming or similar scams, and you are solely responsible for any loss, liability or damage relating to such scams.

You are responsible for obtaining and maintaining your communications link to the online interface and to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. We will add the Administrator to the online interface and the Administrator will have all available rights for access to and use of the online interface. We will rely on directions received through the online interface from the Administrator as representing your desired directions. Use of the online interface is deemed to be acceptance of the terms and conditions of any other agreement with us governing the use of the interface. The Administrator will have the ability to assign additional administrative users and also assign their rights to access and use the online interface as appropriate. Assignment of administrative users and their associated rights shall be at the sole discretion of the Administrator. We will rely on the Administrator for direction on your desired changes and deletions of administrative users.

Security Procedures

You shall comply with all security procedures established by us. We may at any time change security procedures. We may advise you of such changes to the extent they affect your use of the online interface, but failure to do so will not impact your obligations or our rights. You acknowledge that the purpose of such security procedures is for verification of authenticity and not to detect an error in a data entry and/or Card configuration. We shall not be liable to you for the failure of the security procedures to detect such errors. You are responsible for establishing and maintaining safeguards against unauthorized access to the online interface and other systems, and agree to take reasonable steps to maintain security procedures established by us. You agree that any information of ours, including, but not limited to any Card transaction information that is transmitted or exchanged between you and us via an Unsecured Electronic Network, such as the Internet, must, prior to the key-entry and through transmission of any information of ours, (1) be encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology, or (2) be transmitted via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology.

Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions will remain in full force and effect.

Limitation of Liability

Subject to applicable law, we are not responsible for any loss sustained by you or any authorized user unless and to the extent the loss was caused by our gross negligence or willful misconduct. Except as may be expressly set for in this Agreement, we make no representations or warranties, express or implied, with respect to Cards or the Account. Notwithstanding any other provision hereof, in no event shall we be liable to you for any special, indirect, incidental, exemplary, punitive, or consequential loss or damage of any kind, including, without limitation loss or damage from any refusal to honor any Card or for retention of any Card by us or any third party.

Events Beyond Our Control

We will be excused from any delay, and will not be responsible or liable for any loss of information, errors or delays in transmission and/or processing of your transactions, damages, costs, loss, or liability, arising out of causes beyond our control, including, but not limited to, strike, lockout, war, lack of energy, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, legal constraint, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or other causes not covered by insurance. We will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by us, we will only be responsible to use ordinary care to correct any such errors or resume transmissions of information required to be made by us as soon as reasonably possible.

Complete Agreement

This Agreement, including the other materials attached hereto or referenced herein, constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and any written or oral agreement or communication between you and us or any affiliate with respect to the subject matter are hereby superseded and shall hereafter have no force or effect.

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 the 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 SET FORTH 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, wholly or majority-owned subsidiary, affiliate successor or assign 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: Except as otherwise limited by this Arbitration Provision, "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. It includes any claim, dispute or controversy concerning any fees or charges relating to the Account and any services relating to the Account, including but not limited to on-line or telephone banking services, text or mobile banking services and automated teller machine services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as any representative or agent. "Claim" includes disputes arising from actions or omissions prior to the date any Card was issued to you or any Authorized User, 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 or commercial 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 the same city as the Business's billing address as shown on our records 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 website).

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, Title 9 of the United States Code, ("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, 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. (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 $100,000, 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) 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 Commercial Arbitration Rules, Mass Arbitration Supplementary rules, or other applicable rules, on the other hand, the provisions of this Arbitration Provision shall control.

(j) 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.

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FORM: RRCARDHOLDERBUSAGREE (03/26)