

# Cardholder Agreements

Click within one of the the boxes below to review you Cardholder Agreement

Mastercard® Reward Cards that start with 5224. The Mastercard Reward Card is issued by The Bancorp Bank pursuant to license by Mastercard International Incorporated and card can be used everywhere Mastercard is accepted.

Mastercard® Reward Card that start with 5270. The Mastercard Reward Card is issued by US Bank pursuant to license by Mastercard International Incorporated and card can be used everywhere Mastercard is accepted.

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## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### **Terms and Conditions/Definitions for the Mastercard® Reward Card. The Mastercard Reward Card is a non-reloadable Mastercard branded prepaid card.**

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Mastercard Reward Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the non-reloadable Mastercard Reward Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. Group O, Inc. is the entity managing the Card program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded to the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not a gift card or a gift certificate. You have received this Card as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down the Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Card is lost, stolen, or damaged. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### **Activate the Card**

You must activate the Card before it can be used. You may activate the Card by calling 866-212-0733 or online at [www.cardactivationsservices.com](http://www.cardactivationsservices.com). You will need to provide personal information in order to verify your identity.

#### **Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with the Card. However, you will be prompted to select a PIN when you activate the Card. See the activation instructions in the “*Activate the Card*” section. You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

#### **Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

#### **Secondary Cardholder**

You may not request an additional Card for another person.

#### **Your Representations and Warranties**

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

#### **Cash Access**

You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”) Point-of-Sale (“POS”) device or by any other means.

#### **Loading the Card**

You may not load funds to the Card. Only the Program Manager] may load funds to the Card Account. You will have access to the funds immediately once the Card is activated. The Card is not reloadable after the initial loading. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of the Card is restricted to \$1,000.00.

#### Preauthorized Transfers

The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Card Account number to anyone.

#### Using the Card/Features

The maximum value of the Card is restricted to \$1,000.00. These are the maximum amounts that can be spent on the Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	No daily limit, \$1,000.00 per transaction, up to \$1,000.00 per calendar day

You may use the Card to purchase or lease goods or services everywhere Mastercard debit cards, Maestro cards, and Interlink cards are accepted as long as you do not exceed the available value of the Card Account and other restrictions (see examples described below) do not apply. Some merchants do not allow cardholders to conduct split transactions where you use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

**If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **Card Account restrictions include, but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash.

Each time you use the Card, you authorize us to reduce the available value of the Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

#### Non-Mastercard Debit Transactions

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Mastercard debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Mastercard debit transaction, or as a Maestro and Interlink transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Mastercard debit transaction if they support the option. Please be advised that should you choose to use the Maestro or Interlink network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Mastercard debit transactions as described in this Agreement will not apply to transactions processed on the Maestro or Interlink network.

Please refer to the paragraph labeled “*Your Liability for Unauthorized Transfers*” for a description of these rights and protections applicable to Mastercard debit and non-Mastercard debit transactions.

To initiate a Mastercard debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Mastercard debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Mastercard debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

#### Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Program Manager are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

#### Card Replacement

If you need to replace the Card for any reason, please contact Card Services 866-212-0733 to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card, see the “*Fee Schedule*.” for details.

For information on replacing an expired Card, see the section below labeled “*Expiration*.”

#### Expiration

The Card will expire no sooner than the Valid Thru date on the front of the Card. **The funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time, however there is a Replacement Card fee. For information about the fee, see the section labeled “*Fee Schedule*.” **Expired Cards will not be replaced.**

#### Transactions Made in Foreign Currencies

If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Mastercard into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

#### Receipts

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

#### Card Account Balance/Transaction History

You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 866-212-0733. This information, along with a sixty (60) day history of Card Account transactions, is also available online [www.cardactivationsservices.com](http://www.cardactivationsservices.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 866-212-0733 or by writing to Card Services, 4905 77th Ave E Milan, IL 61264.

You will not automatically receive paper statements.

#### Fee Schedule

**All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.**

Replacement Card Fee:	\$7.00 (per Card; when the Card is reissued or replaced for any reason, except Card expiration) funds expire when the Card expires, expired Cards will not be replaced.
International Transaction Fee:	3% of the transaction amount.

#### Confidentiality

We may disclose information to third parties about the Card or the transactions you make:

- (1) Where it is necessary for completing transactions;

- (2) In order to verify the existence and condition of the Card for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.

#### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction from the Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on the Card to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to the Card has been blocked after you reported the Card lost or stolen;
- (6) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

#### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 866-212-0733 or visit [www.cardactivationsservices.com](http://www.cardactivationsservices.com). *Under Mastercard Core Rules, your liability for unauthorized Mastercard debit transactions on the Card Account is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Mastercard, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).* You must notify us immediately of any unauthorized use.

If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. There is a fee for replacing the Card. For information about the fee, see the section labeled "*Fee Schedule*."

#### **Other Miscellaneous Terms**

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

#### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on online at [www.cardactivationsservices.com](http://www.cardactivationsservices.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.cardactivationsservices.com](http://www.cardactivationsservices.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event the Card Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Program Manager.

#### **Information About Your Right to Dispute Transactions**

In the case of a discrepancy or questions about the Card Account transaction(s), call 866-212-0733, write to Card Services 4905 77<sup>th</sup> Ave E Milan, IL 61264, as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 866-212-0733 or writing to Card Services, 4905 77<sup>th</sup> Ave E Milan, IL 61264.

In case of a discrepancy or questions about the Card Account transactions you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, we will send you a written explanation.

### **English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **Customer Service**

For customer service or additional information regarding the Card, please contact:

Group O, Inc. Card Services  
4905 77<sup>th</sup> Ave E Milan IL 61264  
866-212-0733

Customer Service agents are available to answer your calls:  
Monday through Friday, 7 a.m. to 7 p.m. CST  
Lost/Stolen/damaged Cards can be reported at the phone number listed above 24/7/365.

### **Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

### **No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

### **Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 866-212-0733 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.**

This Cardholder Agreement is effective 08/2019

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## Reward Card

### Cardholder Agreement

(Effective 12/01/2017)

#### Read this Cardholder Agreement ("Agreement") carefully and keep it for future reference.

The Reward Card ("Card") is a non-reloadable Visa or MasterCard branded prepaid card issued by U.S. Bank National Association ("U.S. Bank") that is loaded with value and given to you as authorized and determined solely by an organization in connection with a loyalty, award or promotional program. Signing the back of the Card, using the Card, or allowing someone else to use the Card means that you accept this Agreement and you are responsible for all transactions. In this Agreement, the terms "we", "us", and "our" mean U.S. Bank and "you" or "your" mean anyone who has received the Card or is authorized to use it. The laws of the state of Ohio govern interpretation of this Agreement. We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. Refer to the back of the Card or Card carrier for the web site with the posting of the most recent terms.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER).** It is important that you read the Arbitration section carefully.

**THIS CARD IS SUBJECT TO AN EXPIRATION DATE AND MUST BE ACTIVATED PRIOR TO USE.** See "Expiration, Revocation" and "Using Your Card" below for more information.

#### Using Your Card

We encourage you to use your Card immediately. You must activate your Card prior to the "valid thru" date on the front of your Card by calling the phone number or visiting the web site printed on the back of the Card. The Card funds accessible to you after activation are provided by the organization offering this promotion, not U.S. Bank. Such organization is fully responsible for ensuring funds are available on your Card. After activation, your Card may be used to purchase goods or services at any merchant that accepts Visa or MasterCard debit cards. You must not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Your Card is not redeemable for cash. Your Card cannot be used for any cash advances or cash back at the point of sale, money orders, travelers checks or gambling transactions. Additional value cannot be added to this Card. All transactions will be declined once the Card balance reaches zero. Keep a record of your Card number and the telephone number on the back of your card in case of loss or theft.

#### Fees

There are no fees when using the Card to purchase goods and services domestically. However, the following fees apply and will be deducted from the balance available on the Card, as applicable, except where prohibited or modified by applicable law.

**Card Replacement Fee:** A \$7.00 fee will be charged to your Card any time it is replaced and for any reason.

**Foreign Transaction Fee:** Transactions made in a foreign currency will be converted into U.S. dollars under the rules of Visa USA or MasterCard, as applicable. Visa or MasterCard rules, as applicable, provide that the amount of your transaction in dollars will be the amount of the foreign currency times: (a) a rate selected by Visa or MasterCard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard, as applicable, itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. We will charge a fee of 3% of the transaction amount for transactions with merchants located outside of the U.S., even if currency is not converted. Some transactions, even if you and/or the merchant are located in the U.S., are considered foreign transactions under the Visa or MasterCard rules, as applicable, in which case we will charge the foreign fee described above for those transactions. We do not control how these merchants and transactions are classified for this purpose.

#### Balance and Account Information

You may obtain balance and account information online at the web site printed on the back of the Card and on the Card carrier. You may also contact Customer Service by calling the phone number printed on the back of the Card.

#### Sale Prohibited

Sale of Cards is strictly prohibited.

#### Expiration, Revocation

The Card is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero, whichever occurs first, except where prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the "valid thru" date shown on the front of the Card. If you fail to activate your Card or use all funds on the Card prior to the expiration date shown on the front of the Card, you forfeit your right to the funds associated with your Card. U.S. Bank may revoke the Card at any time without cause or notice. You must surrender a revoked Card and may not use it to make purchases. You may not sell your Card and U.S. Bank is not liable for the revocation of funds on Cards that have been sold by you.

#### Personal Identification Number (PIN) Purchases

During the Card activation process, you will be required to set your PIN, which you may use for making purchases where entering a PIN is allowed. You can also change your PIN by calling the phone number or by visiting the web site printed on the back of the Card and on the Card carrier. The Card and PIN are provided for your use and protection, and you will:

1. Not disclose the PIN, nor record it on the Card or otherwise make it available to anyone else;
2. Use the Card and the PIN as instructed (**Card cannot be used to obtain cash**);
3. Promptly notify us of any loss or theft of your Card or PIN (see "Liability for Lost/Stolen Card and Unauthorized Transactions"); and
4. Be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

#### Liability for Lost/Stolen Card and Unauthorized Transactions

If your Card has been lost, stolen, or subject to unauthorized use, contact Customer Service immediately at the phone number printed on the back of the Card and on the Card Carrier, 24 hours a day, 7 days a week (or call 866-212-0733, during 7:00 am to 7:00 pm Central Time Monday thru Friday, excluding major holidays). You will be required to provide your name, the Card number, and the relevant transaction history. You must call us within 60 days of the date of the transaction you believe to be unauthorized. If you don't report within this timeframe, you may be liable for all transactions that occur on your Card. You may also be liable for transactions that occur on your Card after you report your Card lost or stolen unless (1) you sign the signature panel on the back of the Card in permanent ink, (2) you promptly report all facts relating to a loss or theft of your Card, and (3) if we ask for your cooperation in our investigation of your lost or stolen Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Card, you may request a replacement Card. We will charge a fee to replace a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Card may take up to 20 days to process.

#### Liability for Failure to Complete Transactions

U.S. Bank is not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

#### Error Resolution Procedures

If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws. In case of any other errors on your Card account, call Customer Service immediately at the phone number printed on the back of the Card and on the Card carrier. You must call within 60 days of the date of the transaction you believe is an error. If you need more information about error resolution procedures, please call Customer Service.

### Disclosure of Information to Third Parties

We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law.

### Mobile Alerts

You may elect to receive electronic notifications (“Alerts”) relating to your account. Alerts will be sent via SMS / text message to a mobile phone, handheld, or other wireless device or by email as designated by you. This service allows you to request and receive certain messages about your account. Once you have logged in to your account at the website listed on the back of your Card, you may choose which Alerts you would like to receive and a limited number of electronic addresses (which electronic addresses may include email addresses and any devices accepting text messages) to which the Alerts will be sent. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. You may manage or delete your Alerts online at the website listed on the back of your Card. You understand and agree that some Alerts will not be sent on a “real time” basis, but will rather be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time. Alerts are not intended to replace your account transaction history or any other communications we may provide to you regarding your account. You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts. By providing us with your cellular phone number, you consent to receiving SMS messages related to Alerts. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. We are not responsible for any failures on the part of your telecommunications, internet and/or email provider to properly enable your receipt of Alerts.

### Arbitration

- A. You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Card and Card account (individually and collectively, a “Claim”). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:
1. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.
  2. Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
  3. The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.
  4. The arbitrator’s decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.
  5. Other rights that you would have if you went to court might also not be available in arbitration.

- B. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association (“AAA”) (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties, or if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- C. This Arbitration Provision shall survive termination of your Card and Card account. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

### Here are Some Helpful Tips on How to Use Your Reward Card

- Know Your Balance: Your transaction will be declined if you attempt to make a purchase in excess of your card balance. If your card value is not enough to cover the full amount of your purchase, ask the cashier to split the transaction between the remaining card balance and another form of payment. Tell the cashier how much is on your card since many merchants cannot tell what the balance is.
- Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the additional 20% or your transaction will be declined.
- Your card does not have cash access. It cannot be used to withdraw funds at an Automated Teller Machine (“ATM”).
- Pay the cashier inside for gasoline purchases. Your card cannot be used to pay at the pump.