

**Reward Card  
Cardholder Agreement  
(Effective 1/1/2017)**

**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 and on the Card carrier. 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 and on the Card carrier.

## **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. When the Card expires it will be closed and any unused balance will be handled according to escheat law.

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, 24 hours a day, 7 days a week, by calling the phone number printed on the back of the Card and on the Card carrier. 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").
- When purchasing gasoline at a gas station using the pay-at-the-pump option, a hold may be placed on your account to initiate the transaction. This amount may be greater than the actual transaction amount and will be held until the actual transaction amount clears. To avoid having funds held while waiting for the transaction to clear, pay the cashier inside for your gasoline purchase. Payments made inside clear for the actual amount immediately.