

**U. S. Bank Gift Card
Cardholder Agreement**
(Effective 05/01/2016)

Read this Cardholder Agreement (“Agreement”) carefully and keep it for future reference.

The U.S. Bank Gift Card (“Card”) is a non-reloadable Visa® or MasterCard® prepaid card issued by U.S. Bank National Association (“U.S. Bank”). 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 Cardholder 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. Check www.prepaidgiftbalance.com for 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 Provision Section carefully.

Using Your Card

Your Card is activated when it is purchased. You may use your Card to purchase goods and services at any merchant in the United States that accepts the Visa or MasterCard branding of your Card. Transactions occurring in a foreign country including Internet transactions will be declined.

There is no cash access. Your Card cannot be used at an automated teller machine (ATM), for cash advances or cash back at the point of sale, to purchase money orders or traveler’s checks, or for gambling transactions. Your Card is not redeemable for cash.

You must not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. For security reasons there may be limits on the transactions that you can make using the Card.

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 Customer Service number 888-853-9536 (we accept relay calls) in case of loss or theft. We also recommend that you keep your purchase receipt, if applicable, and register your Card in your name at www.prepaidgiftbalance.com so that we can establish your relationship to the Card in the event it is lost or stolen.

Fees

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

Inactivity Fee: After twelve consecutive months of inactivity, a **\$2.00** fee will be charged to your Card each month until the Card expires. This fee will not be charged if you use your Card to make a purchase or if the balance on the Card reaches \$0.00. A purchase transaction on the Card will stop the inactivity fee charge from reoccurring for an additional 12 months.

Lost or Stolen Gift Card: We will charge a **\$5.95** fee if you request replacement of a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Gift Card may take up to 30 days to process.

Balance and Account Information

You may obtain balance and account information online at www.prepaidgiftbalance.com. You may also contact Cardholder Services by calling 888-853-9536.

Internet, Mail and Phone Order Purchases

Internet, mail and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make Internet, mail or phone order purchases, you will need to go to www.prepaidgiftbalance.com and enter your name and address prior to performing the purchase transaction.

Personal Identification Number (PIN) Purchases

You will be provided a PIN in your Card materials, which you may use for making purchases where entering a PIN is allowed. You can change your PIN by calling 888-853-9536. The Card and PIN are provided for your use and protection, and you agree to:

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 Contact for Lost/Stolen Card and Liability for 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.

Contact for Lost/Stolen Card and Liability for Unauthorized Transactions

If your Card has been lost, stolen, or subject to unauthorized use, contact Cardholder Services immediately at 888-853-9536 24 hours a day, 7 days a week. You will be required to provide your name, address, the Card number, original value, and transaction history.

Zero Liability: You are generally protected from all liability for unauthorized transactions. However, if you do not tell us within 60 days of the date of the first transaction you believe to be unauthorized you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time.

Error Resolution Procedures

In case of errors or questions about transactions on your Card and account, call Cardholder Services immediately at 888-853-9536 or write to us at P.O. Box 551667, Jacksonville, FL 32255. You must notify us within 60 days of the date of the transaction you believe is in error. You must:

- (a) tell us your name and Card number;
- (b) tell us the date on which the transaction occurred;
- (c) tell us the dollar amount of the suspected error; and
- (d) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

We may ask you to put your claim in writing to help us with the investigation. It can take up to 90 days to investigate and resolve your claim. You will receive written notification with the resolution upon completion of our investigation. If your claim is approved we will correct the error to your Card or issue you a new Card. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, please call Cardholder Services at 888-853-9536.

Merchant Disputes and Refunds

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 and applicable laws.

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.

Sharing Information About You

We will disclose information to third parties about your Card or the transfers you make: i) Where it is necessary for completing transfers; ii) In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant; iii) In order to comply with government agency or court orders; or iv) If you give us your written permission.

No Resale

Resale of Cards is strictly prohibited.

Expiration and 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, except where prohibited or restricted by applicable law. When the Card expires, it will be closed and any unused balance will be handled according to escheat law. Prior to expiration, or if the applicable state law prohibits expiration, you may contact Cardholder Services at 888-853-9536 to request a replacement card with a new expiration date. 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. U.S. Bank is not liable for the revocation of funds on Cards that have been resold.

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 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 and for the AAA by contacting the AAA at 800-778-7879 or 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 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 U. S. Bank Gift Card

- **Know Your Balance.** The Card 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. Visit www.prepaidgiftbalance.com or call 888-853-9536 for balance information.
- **Pay inside for gas purchases.** When you use your Gift Card at an automated fuel dispenser, a hold will be placed for an amount that may be greater than the actual transaction amount and will not be available for other purchases for up to 10 days or until the transaction settles for the actual amount. To avoid the hold, pay inside for your gas purchases.
- 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 20% or your transaction will be declined. The additional amount will not be available for other purchases for up to 10 days or until the transaction settles for the actual amount.
- To make a purchase, press "credit" and sign or press "debit" and enter your PIN.
- This Gift Card can only be used within the United States.
- Your Card does not have cash access. It cannot be used to withdraw funds at an Automated Teller Machine ("ATM").
- Go to www.prepaidgiftbalance.com to register your Gift Card with your name and address before you make any purchases over the Internet, phone or through the mail. Many merchants do an address match to make sure that the Gift Card belongs to the person making the purchase.
- Visit www.prepaidgiftbalance.com for additional helpful tips on how to use your U.S. Bank Gift Card.