

U. S. Bank Gift Card
Cardholder Agreement

(Effective 06/01/2019)

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.

CARD IS NOT FDIC INSURED. Funds on this Card are not eligible for FDIC Insurance in the case of bank failure.

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 foreign 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 illegal 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. 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, CVV number and the Customer Service number 1-888-853-9536 (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 and there are no inactivity fees after purchase. 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, except where prohibited or modified by applicable law. 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 1-888-853-9536.

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 register your card by going to www.prepaidgiftbalance.com and providing 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 1-888-853-9536. The Card and PIN are provided for your use and protection, and you agree to not disclose the PIN nor record it on the Card or otherwise make it available to anyone else.

You will 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 1-888-853-9536 24 hours a day, 7 days a week. You may 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 1-888-853-9536 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 notification of the resolution of your dispute 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 1-888-853-9536.

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. If your Card has expired or is about to expire, you may contact us at Cardholder Services at 1-888-853-9536 to request a replacement card with a new expiration date at no cost. 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. U.S. Bank is not liable for the revocation of funds on Cards that have been resold.

RESOLUTION OF DISPUTES BY ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

Agreement to Arbitrate

Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

Claims Covered By Arbitration

Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this Agreement, or any prior or later versions of this Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or

enforceability of this arbitration provision. Claims include Claims that arose before we entered into this Agreement (such as Claims related to advertising) and after termination of this Agreement.

Claims Not Covered By Arbitration

Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

Commencing an Arbitration

The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this account Agreement. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules. At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action or Joinder of Parties

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

Applicable Law

You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

Severability

Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

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 Gift Card balance. If your Gift Card value is not enough to cover the full amount of your purchase, ask the cashier to split the transaction between the remaining Gift Card balance and another form of payment. Tell the cashier how much is on your Gift Card since many merchants cannot tell what the balance is. Visit www.prepaidgiftbalance.com or call 1-888-853-9536 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 Gift 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.