

# **Reward Card**

## **Cardholder Agreement**

(Effective 1/1/2013)

**Read this Agreement carefully and keep it for future reference.**

The Reward Card (“Card”) is a Visa prepaid card issued by U.S. Bank National Association that is loaded with value and given to you as authorized and determined solely by an organization on a loyalty, award or promotional basis, and may be used at any merchant that accepts Visa debit cards. 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. Keep a record of your Card number in case of loss or theft. You must not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Your Card cannot be used for any cash advances, 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. The laws of the state of Ohio govern interpretation of this Card Agreement. We may change the terms of, or add new terms to, this Card 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 Provision Section carefully.

### **Fees**

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

*Expiration Fee:* \$10.00 (or remaining unused balance (if less)) assessed in first month following card expiration.

*Administrative Fee:* \$5.00 (or remaining unused balance (if less)) assessed in second and subsequent months following card expiration.

*Telephone and Web Service Fee:* You have unlimited free access to balance and account information online at the web site printed on the back of the Card and on the Card Carrier. To contact Customer Service, please refer to the phone number printed on the back of the Card and on the Card Carrier.

*Card Replacement Fee:* A \$7.00 fee will be charged to your Card if it is replaced at any time before expiration.

*Escheatment Fee:* A \$7.00 fee will be charged to your Card if it is escheated according to applicable law.

*Foreign Transaction Fee:* Transactions made in a foreign currency will be converted into U.S. dollars under the applicable rules of Visa USA. As of August 1, 2006, Visa rules provide that the amount of your transaction in dollars will be the amount of the foreign currency times: (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. We may charge a fee of up to 3% of the transaction amount for transactions with merchants located outside of the U.S., even if currency is not converted.

### **No Sale or Transfer**

Sale or transfer 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, except where prohibited or modified by applicable law. When the Card expires it will be closed and any unused balance will be handled according to escheat law. Your Card is not redeemable for cash. 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 or transferred by you.

### **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 or mail order purchases, you will need to call the phone number printed on the back of the Card to register your Card prior to performing an Internet, mail or phone order transaction.

### **Personal Identification Number (PIN) Purchases**

After March 31, 2013, if you would like to use the Card for making purchases where entering a PIN is allowed, you can obtain a PIN by calling the phone number 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**

Inform 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, if your Card has been lost, stolen, or subject to unauthorized use. You will be required to provide your name, the Card number, original value, and transaction history. You are liable for all transactions that occur on your Card until you report it lost or stolen. 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 \$15.00 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 30 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.

### **Liability and 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 30 days of the date of the transaction. 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. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate and subsidiary companies.

### **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.
- Pay inside for gas purchases. Your card cannot be used to pay at the pump.
- Your card does not have cash access. It cannot be used to withdraw funds at an Automated Teller Machine (“ATM”).