

## THE U.S. BANK FOCUS CARD™ CARDHOLDER AGREEMENT

(Effective 03/01/2016)

### TERMS AND CONDITIONS FOR THE U.S. BANK FOCUS CARD

By activating, accepting and/or using the U.S. Bank Focus Card (“Card”), you agree to be bound by the terms and conditions contained in this Agreement, which will govern your use of your Card. Your Card is issued by U.S. Bank National Association (“U.S. Bank”), and your Card accesses your prepaid U.S. Bank Focus Card Account (“Account”). Your Card has the U.S. Bank and Visa® or U.S. Bank and MasterCard® brand marks. “You” and “your” means the person(s) who received the Card from U.S. Bank and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean U.S. Bank, our successors, affiliates or assigns. “Funder” means the organization providing the actual dollar value, “the funds” to your Card. Please read this Agreement carefully and keep it for future reference. The laws of the state of Ohio govern the interpretations of this Agreement, without giving effect to conflict of law principles thereof that may cause the law of another state to apply.

Your Card is a prepaid debit card. You will not receive any interest on the funds associated value stored on the Card. The funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum allowed by law. This Agreement contains an arbitration provision (including a class action arbitration waiver). It is important that you read the Arbitration Provision section carefully.

### IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, street address, date of birth, and other information that allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

### HOW TO USE YOUR CARD

#### 1. You are able to use your Card to:

- Pay for purchases at stores and businesses that have agreed to accept the Card (“point of sale transactions”).
- Perform transactions at automated teller machines (ATMs).
- Obtain cash over the counter at any bank or credit union that accepts the national association branding on your Card.

- Activation; Use of Card, PIN and Terminal.** You can activate your Card by calling us at 888-863-0681. During the activation process, you will be provided with a Personal Identification Number (PIN), which you may use to make point of sale transactions and ATM withdrawals. The Card and PIN are provided for your use and protection, and you agree to:
  - Make sure only you know your PIN – do not write your PIN on your Card or tell anyone;
  - Use the Card, the PIN and any ATM as instructed;
  - Notify us immediately of any loss or theft of your Card or PIN; and
  - Pay for any purchases, cash withdrawals or other transactions made by you or anyone you allow to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as your authorization for this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

- Deposits.** You will not be able to receive automated clearing house (ACH) direct deposits to your Account from sources other than your Funder and you will not be able to make any other deposits to your Account.

### FEES AND TRANSACTION LIMITS

- Fees.** Under some situations, you will be charged fees for using your Card. We will charge you and you agree to pay the fees and charges (collectively “Fees”) described on the Fee Schedule included with your Card. Fees are subject to change from time to time. You will receive prior notice of Fee increases as required by applicable law. Fees will be deducted automatically from the Card balance. Without limiting the generality of the foregoing, you agree that we may deduct an inactivity fee as permitted by law and described in the Fee Schedule. You may receive a copy of the current Fee Schedule by calling us toll free at 888-863-0681. *THIRD PARTIES MAY ASSESS YOU TRANSACTION FEES IN ADDITION TO THE FEES ASSESSED BY U.S. BANK.*

- Transaction Limitations.** Transaction limitations are displayed in the Fee Schedule included with your Card. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card.

### HOW TO OBTAIN ACCOUNT INFORMATION

#### 6. How to Obtain Account Information

- You may obtain Card balances and direct deposit confirmations and review recent Card activity by calling 888-863-0681. This information, along with a 60-day history of Account transactions, is also available online at [www.usbankfocus.com](http://www.usbankfocus.com). You also have the right to obtain a 60-day written history of account transactions by calling 888-863-0681, or by writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.
- Statements in electronic format will be made available during any month in which a transaction occurs. You will be able to view statement information online at [www.usbankfocus.com](http://www.usbankfocus.com). The statement will describe all activity on your Card during the statement period.
- You may request to receive a monthly paper statement by submitting your request online at [www.usbankfocus.com](http://www.usbankfocus.com) or by contacting us by phone at 888-863-0681. Paper statements are not available during any month in which a transaction did not occur. Paper statements will be mailed to the address your Funder provides to us. To change the address your statement is mailed to, you must contact us by phone at 888-863-0681 or by mail at Focus Card Services, PO Box 9127, Minneapolis MN 55480.
- You can get a receipt at the time you make any transfer from your Account using an ATM or point of sale terminal.

- Contact Information and Business Days and Hours.** For general inquiries by mail, write us at: Focus Card Services, PO Box 9127, Minneapolis MN 55480. For service inquiries and/or to report your card lost or stolen, call 888-863-0681, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

- Mobile Alerts.** You may elect to receive electronic notifications (“Alerts”) relating to your Account, by signing up online at [www.usbankfocus.com](http://www.usbankfocus.com) or by calling 888-863-0681. 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. You may elect to receive Alerts relating to specific transactions on your Account. Once you have logged in, you may choose which Alerts you would like to receive, the account(s) to which the Alerts will relate, 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 [www.usbankfocus.com](http://www.usbankfocus.com). Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that 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 statements 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.

### IMPORTANT INFORMATION ABOUT USING YOUR CARD

- Holds Upon Authorization.** Transactions with some merchants - restaurants, car rental agencies, hotels, salons, mail-order companies, cruise lines and pay-at-the-pump gas stations, for example - will authorize in an amount greater than your purchase. These held funds will not be available for other purchases. The authorized amount will be held until the transaction posts to your Card.

#### 10. Split Transactions; Rescinded Transactions; Failure to Honor

- If you do not have enough money on your Card to complete a particular transaction, you may split your purchases between your Card and another credit or debit card or cash. If you do not know your exact balance, please call customer service at 888-863-0681 to verify your balance prior to attempting to make a purchase.

- If you authorize a purchase but do not make the purchase as planned, the authorized amount will be subtracted from your Card balance for up to seven (7) days.
- Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

- No ACH Payment/Transfer.** Do not attempt to make an ACH payment/transfer out of your Account using the underlying Account number of your Card (depending on your program, this number may be printed in your Card materials, but is separate from the Card number which you use to make ordinary Card purchases). If you do so, we may close your Card and Account. The underlying Account number is to be used only to enable ACH direct deposits into your Account from your Funder.

- Returns and Refund.** 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. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card in place of cash.

- Payment.** Each time you use your Card, the amount of the transaction will be debited from the Account. You may not be allowed to exceed the funded balance available on your Card by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the balance on your Card (an “Overdraft”), you will remain fully responsible for the amount of your purchase or withdrawal that exceeded the balance available on your Card, and you agree to immediately repay to us for all overdrafts. If you fail to do so, we shall have the right to initiate collection proceedings against you in compliance with applicable law. We reserve the right to automatically debit overdrafts from any subsequent credits to the Card or any other account you have with us.

#### 14. Using Your Card in a Foreign Country

**For Visa Cards:** You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying 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. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network’s respective currency conversion rules then in effect (as explained above). We will assess a “foreign fee” of 3% times the resulting dollar amount. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

**For MasterCard Cards:** You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the Cirrus or the MasterCard Acceptance Marks. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable MasterCard rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. If you use your card at a merchant or ATM that bears these Acceptance Marks, MasterCard International Incorporated will convert the transaction into a U.S. Dollar amount using its currency conversion procedure. The currency conversion rate used by

MasterCard International to determine the transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. We will assess a “foreign fee” of 3% times the resulting dollar amount. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

- Other Terms.** We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Your Card may not be used for any unlawful purpose. You agree that you will not use your Card for internet-gambling or any transaction that is illegal under applicable law. We do not give up our rights by delaying or failing to exercise them at any time. If any term of this Agreement is found by a court to be illegal or unenforceable; all other terms will still be in effect. From time to time, we may monitor telephone calls you make to us or our agents.

- Contact in the Event of Loss, Theft or Unauthorized Use.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call us toll free, 24 hours a day, 7 days a week at 888-863-0681 or write to us at Focus Card Services, PO Box 9127, Minneapolis MN 55480. If your Card has been lost or stolen, we will close your Card to keep losses down.

- Your Liability for Unauthorized Transactions**

**Transactions.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of notifying us and keeping your possible losses down. You may contact us by calling us toll-free at 888-863-0681 or by writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.

**Zero Liability.** If your statement or electronic history shows transfers that you did not make, including those made by your Card, PIN or other means, tell us at once. You are generally protected from all liability for unauthorized transactions. However, if you do not tell us within 60 days after the earlier of the date you electronically access your Account, if the transaction could be viewed in your electronic history, or the date we sent the first statement or transaction history on which the unauthorized transfer appears, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### 18. Your Right to Dispute Errors

- In case of errors or questions about your Card, call 888-863-0681 or write to Focus Card Services, PO Box 9127, Minneapolis MN 55480, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transaction at any time by calling us at 888-863-0681 or writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.
- The following information must be contained in that notice:
  - Your name and your U.S. Bank Focus Card number.
  - The dollar amount of the suspected error.
  - The date the transaction occurred.
  - Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after speaking with us.
- We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account, although we will still investigate your complaint or question. For errors involving new

Cards (open less than 30 days), point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error.

- E. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

#### 19. Preauthorized payments

- A. Right to stop payment and procedure for doing so. If you have preauthorized payments with your Card, you can stop any of these payments. Here's how: Call us at 888-863-0681 or write us at Focus Card Services, PO Box 9127, Minneapolis MN 55480, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- B. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- C. Liability for failure to stop payment of preauthorized transfer. If you order us to stop payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### OUR LEGAL RIGHT TO CHANGE OR CANCEL THE AGREEMENT

**20. Amendment and Cancellation.** We may at any time change or cancel these terms and conditions. Refer to [www.usbankfocus.com](http://www.usbankfocus.com) for the most current terms. You will be notified of any change before it goes into effect in the manner provided by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend this Agreement or any features or services of the Card described herein at any time. You may cancel this Agreement by returning the Card to us and notifying your Funder. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before it was cancelled.

#### DISCLOSURE OF CARD INFORMATION

**21.** 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 Account 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.

#### ADDITIONAL U.S. BANK FOCUS CARD PROGRAM INFORMATION

**22. Program Information.** You are electing to participate in the U.S. Bank Focus Card program which may be discontinued at some time in the future. If the program is discontinued, you will be notified in advance and given the option to receive your funds by check. This program is provided by U.S. Bank National Association, which may contact you from time to time about this program or other services related to this program.

#### 23. Our Liability

- A. If we do not complete a transfer to or from your Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with some exceptions. We will not be liable, for instance:
- (i) If, through no fault of ours, you do not have enough money in your Card to make the transfer.
  - (ii) If the automated teller machine where you are making the transfer does not have enough cash.
  - (iii) If the terminal system was not functioning properly and you were aware of that when you started the transfer.

(iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(v) There may be other exceptions stated in our agreement with you.

#### 24. Role of Your Funder

- A. Your Funder is responsible for transferring funds to us to load onto your Card. These funds will be transferred by your Funder to us and loaded onto your Card by us according to the schedule agreed to by your Funder and us. We have no obligation to you in the event your Funder delays in providing or fails to provide funds to your Card.
- B. Your Funder may retain the right to deduct funds from the funds stored on the Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your Funder to add or deduct funds from your Card and in the case of a deduction to return those funds to your Funder. If you have a dispute with your Funder about the amount that the Funder has loaded onto or deducts from your Card, you agree to not involve us in that dispute and to resolve that dispute solely with your Funder.
- C. You acknowledge and agree that except as set forth in this Section, your Funder shall not be liable for any claims by you in connection with this Agreement.

#### 25. 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 1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1-800-778-7879 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 this Agreement and 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.

#### 26. Cellular Phone Contact Policy

By providing us with any telephone number used for a mobile or other wireless device now or in the future, including a number that you later convert to a cell phone number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.