1. You are able to use your Card to:

B. Use the Card, the PIN and any ATM as instructed;

By activating, accepting and/or using the U.S. Bank Focus Card ("Card"), you agree to the terms and conditions contained in this Agreement, which will govern your use of your Card, including any modifications to this Agreement, as may be made by us from time to time. "You" and "your" mean the person(s) who received the Card from us. "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 these terms and conditions carefully before using your Card. The state or One governs the interpretations of this Agreement, without giving effect to law principles 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 additional terms that you also consent to (e.g., arbitration waiver). It is important that you read the Arbitration Provision section carefully.

6. How to Obtain Account Information

A. You may obtain Card balances and direct deposit confirmations and review your account history of account transactions by calling 888-863-0681, or by writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.

D. You can get a receipt at the time you make any transfer from your Account using an ATM or point of sale terminal.

2. Levels of Service You May Choose

The Card and PIN are provided for your sale transactions and ATM withdrawals. The Card and PIN may also be used at retail locations in the United States for purchases. If you do so, you may close your Card and Account. You will not be able to receive automated clearing house (ACH) transfers out of your Account using the underlying Account number of your Card.

You may elect to receive electronic notifications ("Alerts") relating to your Account, by signing up online at 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 receive your Alerts at any time and from any location, and to use your Cards and PIN to make purchases. You can activate your Card by calling 888-863-0681.

5. Use of a Card, PIN and Terminal. You can activate your Card by calling 888-863-0681. During the activation process, you will be provided with a Personal Identification Number (PIN) which you may use to make a point of sale transaction or to use an ATM. You will be asked to confirm the phone number you provided when you ordered your Card, to enter your social security number and to verify your identity. You will be asked to create a PIN that should be easy for you to remember but difficult for others to guess. You agree to change your PIN at least every 90 days, and to follow the instructions of the terminal or automated teller machine (ATM). C. Notify us immediately of any loss or theft of your Card or PIN; and

10. Split Transactions; Rescinded Transactions; Failure to Honor

G. If you do not have enough money on your Card to complete a particular transaction, including any applicable fees, we will either decline your transaction or we will allow you to overdraft your account to the extent that you are allowed to do so.

11. 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. Debit cards generally either a government mandated rate or a wholesale rate determined by the underlying bank for the purchase or transfer and the conversion that is processed. We will assess a "foreign fee" of 3% times the resulting dollar amount of the transaction that does not require currency to be converted.

12. 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. Refunds and credits may be provided to you by the merchant or by us if you return the goods or services to the merchant within the applicable time frame. 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.

13. Payment. Each time you use your Card, the amount of the transaction will be debited from the Account. You may not be able to exceed the funded balance available on your Card by any individual or series of purchases. Nevertheless, if you do exceed your funded balance available on your Card, you will be liable for the entire amount of the transaction. You agree to remain 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 receive certain text messages containing information and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. Alerts will be processed through the System and will be converted into U.S. Dollars according to the conversion 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 in a country where the currency is not the U.S. Dollar, the transaction will be processed through Visa, the foreign currency transaction will be converted into the U.S. Dollar at the rate of exchange in effect for the applicable foreign currency transaction. 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 to the Visa or the PLUS System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. If you use your Card at an ATM that bears only the Visa System logos, the ATM operator will determine whether to send your transaction to the Visa System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. If you use your Card at an ATM that bears only the PLUS System logos, the ATM operator will determine whether to send your transaction to the PLUS System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. The rate of exchange in effect for the foreign currency transaction will be the wholesale rate determined by the underlying bank for the purchase or transfer and the conversion that is processed. We will assess a "foreign fee" of 3% times the resulting dollar amount of the transaction that does not require currency to be converted.

14. Using Your Card in a Foreign Country

For MasterCard Cards: you may use your Card for retail purchases at foreign outside the United States ("U.S.") merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even in transactions that do not require currency to be converted, may be processed through Visa, the foreign currency transaction will be converted into the U.S. Dollar at the rate of exchange in effect for the applicable foreign currency transaction. 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 to the Visa or the PLUS System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. If you use your Card at an ATM that bears only the Visa System logos, the ATM operator will determine whether to send your transaction to the Visa System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. If you use your Card at an ATM that bears only the PLUS System logos, the ATM operator will determine whether to send your transaction to the PLUS System and the foreign currency transaction will be converted into U.S. Dollars at the rate of exchange in effect for the foreign currency transaction. The rate of exchange in effect for the foreign currency transaction will be the wholesale rate determined by the underlying bank for the purchase or transfer and the conversion that is processed. We will assess a "foreign fee" of 3% times the resulting dollar amount of the transaction that does not require currency to be converted.

15. Other Terms. We may vary our rules under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearance house or unit of the Funder. Telephoning is the best way of notifying us and will result in faster resolution of your complaint. If you wish to file a complaint, we may require that you file your complaint or question in writing within 10 business days after you are advised, in writing, as to the results of your investigation. We will investigate your complaint or question and inform you of our decision in writing within 15 business days of our receipt of such complaint or question. If you are not satisfied with our decision, you may file a formal appeal with the Federal Deposit Insurance Corporation ("FDIC") within 60 days after receipt of our written decision.

16. Contact in the Event of Loss, Theft or Unauthorized Use. If you believe your Card or PIN has been lost or stolen or if someone has transferred or may transfer money from your Card without your permission, Telephoning is the best way of notifying us and will result in faster resolution of your complaint. If you wish to file a complaint, we may require that you file your complaint or question in writing within 10 business days after you are advised, in writing, as to the results of your investigation. You may contact us at 888-863-0681 or by writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.

17. Your Liability for Unauthorized Transactions

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 liability for unauthorized transactions that are not reported to us within 60 days after the date on which the fraud or error was or could have been detected if you tell us within 24 hours of when you first notice that your Card or PIN has been lost or stolen, or if you believe that your electronic fund transfer has been made without your permission. Telephoning is the best way of notifying us and will result in faster resolution of your complaint. If you wish to file a complaint, we may require that you file your complaint or question in writing within 10 business days after you are advised, in writing, as to the results of your investigation. You may contact us at 888-863-0681 or by writing us at Focus Card Services, PO Box 9127, Minneapolis MN 55480.

18. Your Right to Dispute Errors

The following information must be contained in that notice:
(i) Your name and your U.S. Bank Focus Card number;
(ii) The amount of the error or the disputed transaction(s);
(iii) The date the transaction occurred;
(iv) 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;
(b) If you tell us orally, we may require that you confirm the disputed transaction in writing within 10 business days after we file oral notice of it with you.
22. Program Information.

ADDITIONAL U.S. BANK FOCUS CARD PROGRAM INFORMATION

(iv) If you give us your written permission.

(iii) In order to comply with government agency or court orders, or

21. DISCLOSURE OF CARD INFORMATION

20. Amendment and Cancellation. We may at any time change or cancel these

OUR LEGAL RIGHT TO CHANGE OR CANCEL THE AGREEMENT

24. 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 payment 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 others who may have similar claims. THIS ARBITRATION AGREEMENT APPLIES TO THE FUNDING SOURCES TO THE EXTENT THAT THEY WILL BE LIABLE FOR YOUR LOSSES OR DAMAGES.

(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.

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 transfers. If you order us to

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. If, through no fault of ours, you do not have enough money in your Card to cover the amount  that the Funder has loaded onto or deducts from your Card, you

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

25. Arbitration

C. This Arbitration Provision shall survive termination of this Agreement and your

(5) Other rights that you would have if you went to court might also not be

24. Arbitration

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 an agreement with the bank or other entity that issues your Card.

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.

23. Liability

23. Liability

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 an agreement with the bank or other entity that issues 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.

20. Amendment and Cancellation. We may at any time change or cancel these

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.

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 account. 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.

23. Liability

If circumstances beyond our control (such as fire or flood) prevent the

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 by 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 but not limited to prerecorded or artificial voice messages, text messages, and calls made by an automatic telephone dialing system - from us or our affiliates for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

By providing us with your 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 messages, text messages, and calls made by an automatic telephone dialing system - from us or our affiliates for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

26. Cellular Phone Contact Policy