

**U. S. Bank Gift Card  
Cardholder Agreement  
(Effective 03/01/2018)**

**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](http://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](http://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](http://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 go to [www.prepaidgiftbalance.com](http://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 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 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 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.

### Arbitration

**A. This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.**

**B. Arbitration Rules:** In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by 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 \$250,000.00 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 and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

**C. Arbitration Process:** Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**D. Effects of Arbitration:** If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

### 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](http://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](http://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](http://www.prepaidgiftbalance.com) for additional helpful tips on how to use your U.S. Bank Gift Card.