

For Customer Service visit prepaidgiftbalance.com or call 888-853-9536.

NON-RELOADABLE

To replace this card due to loss or for replacement before expiration call 888-853-9536.

This card expires on the date provided in the email delivering the Card to you digitally. Funds do not expire. There is no inactivity fee. This Gift Card is not a credit card and may be used only for purchases of goods and services up to the amount on the card where digital Visa® or Mastercard® debit cards are accepted in the United States. Using or allowing someone else to use this card constitutes acceptance of the cardholder agreement and program materials. Not redeemable for cash except as required by law. You must call Customer Service to activate your Card and select your PIN. Replacement of a lost or stolen card is subject to a card replacement fee of \$5.95. The complete cardholder agreement (including arbitration agreement and class action waiver), which is subject to change, is available at prepaidgiftbalance.com or by calling Customer Service. This card is issued by and represents an obligation solely of U.S. Bank National Association, pursuant to a license from Visa U.S.A. Inc. or Mastercard International, and the digital credentials must be returned upon request.

**U. S. Bank Digital Gift Card
Cardholder Agreement
(Effective 08/01/2022)**

Read this Cardholder Agreement (“Agreement”) carefully and keep it for future reference.

This Agreement governs your use of the U.S. Bank Digital Gift Card (“Card”), which is a non-reloadable Visa® or Mastercard® prepaid digital gift card issued by U.S. Bank National Association (“U.S. Bank”) and provided to you electronically as a digital card. Purchasing, accepting, activating or 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 Agreement. This Agreement supersedes all prior terms for Cards issued on or after January 1, 2017. We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you special notice, in accordance with applicable law. Notice of changes will be by reasonable means, which may be by the posting of the revised version of this Agreement on prepaidgiftbalance.com (“Updated Agreement”). Your use of the Card after we have posted the Updated Agreement constitutes your acceptance of the Updated Agreement. The Updated Agreement will be effective as of the time of posting, or such later date as may be specified in the Updated Agreement and will apply to your use of the Card from that point forward.

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 WAIVER). It is important that you read the Arbitration Provision section carefully.

Visit usbank.com/about-us-bank/privacy for more information about our privacy practices.

1. Using Your Card

You must call Customer Service to activate and register your Card, before using your Card and select your PIN. You will need provide certain identifying information during registration. After registering your card, you may use your Card to purchase goods and services at any merchant in the United States that accepts digital Visa or Mastercard (depending on the branding of your Card) debit cards Transactions occurring in a foreign country, including foreign internet transactions, will be declined. Your Card cannot be used for transactions requiring a physical gift card.

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 except as otherwise required by law. Purchase of Card is non-refundable.

You must not use your Card for any illegal transaction. We reserve the right to decline authorization for any transaction that we deem to be illegal. We reserve the right to impose 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 information, including Card number, CVV number, and the number for Cardholder Services, 888-853-9536 (we accept relay calls), in case of loss or theft. We also recommend that you keep a copy of the email transmitting your Card. You should immediately activate and register your Card in your name at prepaidgiftbalance.com so that you can use your Card and so we can establish your relationship to the Card in the event your Card information is lost or stolen.

2. Fees

Card has a purchase fee disclosed and collected at purchase. There are no fees when using the Card to purchase goods and services and there are no service or inactivity fees after purchase. We will charge a **\$5.95** fee if you request cancellation and reissuance of a Card for which the information has been lost or stolen, which will be deducted from the balance of your Card, except where prohibited or modified by applicable law. A reissued Card may take up to 30 days to process.

3. Balance and Account Information

You may obtain balance and account information online at prepaidgiftbalance.com. You may also contact Cardholder Services by calling 888-853-9536.

4. Personal Identification Number (PIN) Purchases

At activation, you will select a Personal Identification Number (PIN) which you may use for making purchases where entering a PIN is allowed. You can change your PIN by calling 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 other than someone you have permitted to use the Card.

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.

5. Contact for Lost/Stolen Card and Liability for Unauthorized Transactions

If your Card information has been lost or stolen, or your Card has otherwise been subject to unauthorized use, contact Cardholder Services immediately at 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, transaction history, and copy of the email containing your Card.

Zero Liability: In accordance with the network rules, you will not be held responsible for unauthorized transactions if: (i) you have used reasonable care in protecting your Card information from loss or theft and (ii) you promptly reported to us when you knew that your Card information was lost or stolen.

6. Error Resolution Procedures

In case of errors or questions about transactions on your Card and account, call Cardholder Services immediately at 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 provide us with the following:

- (a) Your name and Card number;
- (b) The date on which the transaction in question occurred;
- (c) The dollar amount of the suspected error; and
- (d) A description of 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.

We may ask you to put your claim in writing to help us with the investigation. It can take up to 120 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 888-853-9536.

7. 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.

8. Liability for Failure to Complete Transactions

U.S. Bank is not liable for any failed transaction if your Card balance is insufficient 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.

9. No Resale; Card Valid Only if Purchased from Authorized Distributor

Resale of Cards is strictly prohibited. However, you may transfer your Card to another person for no monetary consideration (e.g., as a gift). Card is valid only if obtained from U.S. Bank or an authorized distributor. Card is not valid and will not be honored, and U.S. Bank will not be liable, if obtained from unauthorized sellers or resellers, including through internet auction sites.

10. Expiration and Revocation

The Card is valid through the expiration date shown on the Card and included in the email transmitting the Card, or until the value on the Card reaches zero. Funds do not expire. If your Card has expired or is about to expire, you may contact Cardholder Services at 888-853-9536 to request a replacement card with a new expiration date at no cost. There is a \$5.95 fee for replacement of an expired, lost or stolen Card. Cards will be replaced with a physical card. Any Card balances that remain outstanding for a period of time will be handled according to applicable law, including escheatment to a state pursuant to its unclaimed or abandoned property laws, as applicable. 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.

11. 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. This includes any claims against other parties whenever you also assert claims against us in the same proceeding.

A. Agreement to Arbitrate

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

B. 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 (including Claims related to advertising of your Card), or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this 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.

C. 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.

D. 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 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 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.

E. 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.

F. 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 the arbitrator determines in an action between you and us that any part of this specific paragraph is unenforceable with respect to any claim, the arbitration agreement and this specific paragraph will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action.

G. 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 this Agreement, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

H. 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.

I. Jury Trial Waiver

If a claim proceeds in court rather than through arbitration, **you and we each waive any right to a jury trial.**

J. 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.