

## Terms and Conditions for U.S. Bank Rewards Cards

**Date last updated: December 20, 2021**

The following U.S. Bank Rewards Card Terms and Conditions (“Agreement”) describe the terms and conditions that apply to use of U.S. Bank Rewards Visa® or Mastercard® Cards (“Card” or “Cards”). This Agreement is between you, the Cardholder, and U.S. Bank National Association (“Issuer”). In this Agreement the terms “we”, “us”, and “our” mean U.S. Bank National Association, and “you” or “your” mean anyone who has received the Card or is authorized to use it. By accepting or using your Card, you agree to be bound by this Agreement. If you do not agree with this Agreement, do not use or accept the Card. **IMPORTANT: This Agreement includes resolution of disputes by arbitration instead of in court and a class action waiver.**

- 1. About Your Card.** The Cards are issued by Issuer in connection with a loyalty, award, or promotional program sponsored by Issuer’s client company (the “Sponsor Company”) that is provided to you as a physical card. The terms and conditions of any such loyalty, award, or promotional program are determined by the Sponsor Company and not by Issuer. Issuer has no responsibility for the loyalty, award, or promotional programs, and you hereby knowingly release Issuer and its affiliates and related entities from any and all liability or claims of any nature whatsoever arising in connection with the loyalty, award, or promotional program with respect to any Card that is issued to you in connection with such program.
- 2. Personal Identification Number (PIN) Purchases.** During the Card activation process, you will be required to set your PIN, which you may use for making purchases where entering a PIN is allowed. You can also change your PIN by calling 855-274-9934. The Card and PIN are provided for your use and protection, and you will:
  - a. Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
  - b. Use the Card and the PIN as instructed (Card cannot be used to obtain cash);
  - c. Promptly notify us of any loss or theft of your Card or PIN (see “Lost, Damaged Or Stolen Card”); and
  - d. 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.
- 3. Card Balance Inquiry.** To check the balance on your Card, please contact Cardholder Services by calling 855-274-9934 or visit [www.usbankrewards.com](http://www.usbankrewards.com). The balance you receive when inquiring over the telephone or online is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.
- 4. Expiration/Deactivation; Fees.** The Card is valid through the expiration date shown on the front of the Card or until the balance on the Card reaches zero, except where

prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the “valid thru” date shown on the front of the Card. When the Card expires it will be closed and any unused balance will be handled according applicable law. We 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 or transfer your Card and we are not liable for the revocation of funds on Cards that have been sold or transferred by or to you. To the extent permissible by law, an administrative fee of \$3.00 will be charged each month beginning the seventh (7<sup>th</sup>) calendar month after the issue date of your Card and continuing until the expiration of the Card. If applicable law does not permit such a fee to be charged or charged until a later date, the monthly administrative fee will be charged beginning on such later date. If applicable law requires a lower fee to be charged, the maximum fee permitted by applicable law will be applied. See **Lost, Damaged Or Stolen Card** for information on any replacement card options or fees.

5. **Redemption/Using the Card.** We encourage you to use your Card immediately. You must activate the Card prior to the “valid thru” date shown on the front of the Card, by calling the phone number or visiting the website printed on the back of the Card. After activation, the Card may be used to purchase goods or services at any merchant that accepts Visa or Mastercard debit cards. 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 or cash back at the point of sale, 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. Keep a record of your Card number in case of loss or theft. Cards have no cash value and may not be redeemed for cash or otherwise monetized except as required by law.
  
6. **International Use and Fees.** You may use your Card with merchants or in locations outside the U.S. Transactions made in a foreign currency will be converted into U.S. dollars under the rules of Visa USA or Mastercard, as applicable. Visa or Mastercard rules, as applicable, provide that the amount of your transaction in dollars will be the amount of the foreign currency times: (a) a rate selected by Visa or Mastercard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard, as applicable, itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. We will charge a fee of 3% of the transaction amount for transactions with merchants located outside of the U.S., even if currency is not converted. Some transactions, even if you and/or the merchant are located in the U.S., are considered foreign transactions under the Visa or Mastercard rules, as applicable, in which case we will charge the foreign fee described above for those transactions. We do not control how these merchants and transactions are classified for this purpose.

- 7. 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 go to *www.usbankrewards.com* and enter your name and address prior to performing an internet, mail or phone order transaction.
- 8. Not Reloadable.** Cards may not be reloaded with value.
- 9. No Resale.** Cards may not be resold without express written authorization from Issuer. Card is not valid and will not be honored, and Issuer will not be liable, if obtained from unauthorized distributors or resellers, including through Internet auction sites.
- 10. Lost, Damaged Or Stolen Card.** If your Card is lost or stolen, please contact Cardholder Services immediately at 855-274-9934, 24 hours a day, 7 days a week. You will be required to provide your name, the Card number, and the relevant transaction history. You must call us within 60 days of the date of the transaction you believe to be unauthorized. If you don't report within this timeframe, you may be liable for all transactions that occur on your Card. 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) properly secure any digital or other access information that can be used to access or conduct transactions with the Card, (3) you promptly report all facts relating to a loss or theft of your Card, and (4) 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, and your Card has not expired, you may request a replacement Card. We will charge a fee of \$15.00 to replace a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Card may take up to 20 days to process.

## **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.

**a. Agreement to arbitrate.** Either you or we may elect in writing, and without the consent of the other, to arbitrate all claims covered by this provision.

**b. Claims covered by arbitration.** Claims subject to our agreement to arbitrate shall include all of the following: (i) claims related to or arising out of this agreement, or any prior or later versions of this agreement as well as any changes to the terms of this agreement; (ii) claims related to or arising out of any aspect of any relationship between us that is governed by this account agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (iii) 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 account agreement. AAA’s rules may be obtained from [www.adr.org](http://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 account agreement. JAMS’ class action procedures shall not apply. JAMS’ rules may be obtained from [www.jamsadr.com](http://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 this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**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 our agreements, 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. 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.

**12. Limitation of Liability.** ISSUER AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

**13. Governing Law.** The laws of the State of Ohio, without regard to principles of conflict of laws, shall govern this Agreement and use of your Card.

- 14. Severability.** If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- 15. Changes to Agreement.** Issuer reserves the right to change this Agreement from time to time in its discretion without special notice to you. Notice of changes will be by reasonable means, which may be by the posting of the revised version of this Agreement at [www.usbankrewards.com](http://www.usbankrewards.com) (“Updated Terms”). Your use of a Card after Issuer has posted the Updated Terms constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms and will apply to your use of a Card from that point forward. The date of the last update to this Agreement is always indicated near the top of the page and any change in the date of this Agreement shall constitute notice to you that the Agreement has changed.
- 16. Fraud.** Issuer reserves the right to suspend or deactivate a Card where Issuer suspects that the Card was obtained fraudulently, in violation of this Agreement, or in violation of applicable laws or other applicable Issuer terms and conditions.