

U.S. Bank Prepaid Card Pre-Acquisition Disclosure
Program Name: Cumberland Insurance

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	\$2.00* in-network \$2.00 out-of-network	N/A
ATM Balance Inquiry (in-network or out-of-network)			\$0.00 or \$1.00
Customer Service (automated or live agent)			\$0 per call
Inactivity (after 90 days with no transactions)			\$2.00 per month
We charge 4 other types of fees.			
*This fee can be lower depending on how and where this card is used.			
No overdraft/credit feature. Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit cfpb.gov/prepaid . Find details and conditions for all fees and services inside the card package or call 1-888-799-0040 or visit insurance.usbankprepaidcards.com .			

Welcome!

To your new U.S. Bank Prepaid Card

Your card can be used anywhere
Visa® debit cards are accepted.

Card Checklist

- ☐ Activate your card
- ☐ Set up your online account
- ☐ Sign up for text¹ or email alerts

Keep Track of Your Balance

Online

Cardholder website:

insurance.usbankprepaidcards.com

Text¹/Email Alerts

Sign up to receive email or text alerts when funds have been deposited or when your balance gets low. Sign up on the cardholder website.

¹For text alerts, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.

Activate Your Card Before Use

Go to **www.app.paysurance.com/cumberland/activate**

Call **833-545-2128** (we accept relay calls)

- Memorize the Personal Identification Number (PIN) that you will establish
- Sign your name in ink on the back of the card

Card Usage Tips:

Gas Stations: When purchasing gasoline at a gas station using the pay-at-the-pump option, a maximum hold of \$75 will be placed on your account to initiate your transaction. This amount will be held until the actual transaction amount clears. If you do not want funds held while waiting for the transaction to clear, please pay the cashier inside for your gasoline purchase. Payments made inside clear for the actual transaction amount immediately.

Restaurants, Salons and Other Services: Prepaid card transaction posting amounts may vary. 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.

Hotels: When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

Track your Balance: It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.

Your funds are eligible for FDIC insurance. Your funds will be held at U.S. Bank National Association, an FDIC-insured institution, and are insured up to \$250,000 by the FDIC in the event U.S. Bank fails. See fdic.gov/deposit/deposits/prepaid.html for details. No overdraft/credit feature.

Contact Cardholder Services by calling **1-888-799-0040**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit **insurance.usbankprepaidcards.com**.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.



U.S. Bank Prepaid Card Fee Schedule for Cumberland Insurance

All fees	Amount	Details
Get cash		
ATM Withdrawal (in-network)	\$2.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month. "In-network" refers to the U.S. Bank or MoneyPass® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator .
ATM Withdrawal (out-of-network)	\$2.00	This is our fee per withdrawal. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$0	This is our fee for when you withdraw cash off your card from a teller at a bank or credit union that accepts Visa®.
Information		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. "In-network" refers to the U.S. Bank or MoneyPass ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator .
ATM Balance Inquiry (out-of-network)	\$1.00	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass ATM networks. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. 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 network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$3.00	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
International ATM Balance Inquiry	\$1.00	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
Other		
Card Replacement	\$5.00	This is our fee per replacement of a lost card mailed to you with standard delivery (up to 10 business days). This fee is waived for your first card replacement in a 12-month period.
Card Replacement Expedited Delivery	\$10.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Card Replacement Overnight Delivery	\$20.00	This is our fee for overnight delivery charged in addition to any Card Replacement fee.
Inactivity	\$2.00	This is our fee charged each month after you have not completed a transaction using your card for 90 consecutive days.
Transaction Limits		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24-hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum Card Balance at any time	\$50,000	
Maximum Daily Debits	20 transactions and \$10,000 per day	
ATM Withdrawals	5 transactions and \$1,220 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	20 transactions and \$10,000 per transaction/\$10,000 per day	
Teller Cash Withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	2 transactions and \$5,050 per day	
Maximum Daily Credits	10 transactions and \$20,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

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THE U.S. BANK PREPAID CARD CARDHOLDER AGREEMENT

(Effective 7/1/2018)

TERMS AND CONDITIONS FOR THE U.S. BANK PREPAID CARD

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

Your Card and Account are not connected in any way to any other account. You will not receive any interest on the funds in your Account. The Card is not a credit card. The Card is not for resale. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Funds in the Account 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 SECTION CAREFULLY.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR 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 may ask for your name, address, date of birth and other information that will allow us to identify you. If necessary, we may also ask to see your driver's license or other identifying documents.

HOW TO USE YOUR CARD

1. Activating Your Card; PIN Selection. You must activate your Card by following the instructions on the front of your Card or in the materials included with your Card. During the activation process, you will select a Personal Identification Number (“PIN”), which you may use to conduct certain transactions, such as point of sale transactions or ATM transactions. 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 – and to notify us immediately if your PIN has been compromised.

2. Using Your Card. You are able to use your Card and Account to conduct the types of transactions described in your Fee Schedule and Transaction Limits, which may include:

- A. Paying for purchases, with or without cash back, at stores and businesses that have agreed to accept the Card (“point-of-sale transactions”).
- B. Performing transactions at automated teller machines (“ATMs”), when permitted by your program.
- C. Obtaining cash at the teller window of any bank or credit union that accepts Visa debit cards.

Fees and transaction limits may apply. Not all transaction types are available for all programs. See “Card Fees and Transaction Limits” for more details.

3. Loading Your Card. Only your Funder may deposit money (load value) into your Account at any time. Monies deposited into the Account are available for your use in accordance with this Agreement.

CARD FEES AND TRANSACTION LIMITS

4. Fees and Transaction Limits; Third Party Fees

Under some situations, you will be charged fees for using your Account. We will charge you and you agree to pay the fees and charges (collectively “Fees”) described on the Fee Schedule included with your Card and made available to you before or during your enrollment in the Card program. Fees will be deducted automatically from the available Account balance. Any time your Account balance is less than the amount of the fee being assessed, the balance of your Account will be applied to the fee amount. Unpaid fee amounts will accumulate and will be deducted after your next load. Available transaction types and applicable transaction limitations are displayed in the transaction limits table (“Transaction Limits”) below your Fee Schedule. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card or Account. Fees and Transaction Limits are incorporated into this Agreement by reference and are subject to change from time to time. You will receive prior notice of Fee and Transaction Limit changes to the extent required by applicable law. You may receive a copy of the Fee Schedule and Transaction Limits by calling us toll free at 888-799-0040 or you may view them online at [insurance.usbankprepaidcards.com](#).

HOW TO OBTAIN ACCOUNT INFORMATION

5. Account Information

- A. You can view your Account online at [insurance.usbankprepaidcards.com](#) or call us at 888-799-0040 to find out whether or not a load has been made.
- B. You may obtain Account balances and review Account activity by visiting [insurance.usbankprepaidcards.com](#), or calling 888-799-0040. You can access a 12-month history of Account transactions online at [insurance.usbankprepaidcards.com](#). You will be able to view statement information online at [insurance.usbankprepaidcards.com](#). The statement will describe all Account activity during the statement period.
- C. You also have the right to obtain a 24-month written history of Account transactions, recurring monthly paper statements and/or a single-month paper statement by visiting [insurance.usbankprepaidcards.com](#), calling 888-799-0040, or by writing us at U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. You will not be charged a fee for this information. Recurring paper statements may not be available during a month in which a transaction did not occur.
- D. You can get a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.

6. Contact Information and Business Days and Hours. For general inquiries by mail, write us at: U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 888-799-0040, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

7. Mobile Alerts. You may enroll to receive electronic notifications (“Alerts”) relating to your Account online at [insurance.usbankprepaidcards.com](#), or by calling 888-799-0040. You may manage or cancel Alerts at any time online at [insurance.usbankprepaidcards.com](#), or by calling 888-799-0040. 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 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. 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 enrolling in Alerts and 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 agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. 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

8. 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. If you do not have available funds in the amount requested in the authorization, then your transaction will be declined. If the transaction is authorized, funds in the authorized amount will be held and will not be available for other purchases. The authorized amount will be held until the transaction posts to your Account. Transaction posting can generally take up to 10 days, except for certain travel and lodging related authorizations that can take up to 21 days. In some cases, the authorization amount will be held even if you do not complete your transaction.

9. Split Transactions; Rescinded Transactions; Failure to Honor

- A. If you do not have enough money in your Account to complete a particular transaction, you may split your purchases between your Card and another form of payment. Tell the cashier how much you want to pay first with your Card. If you do not know your exact balance, please call customer service at 888-799-0040 to verify your balance prior to attempting to make a purchase. Please note, not all merchants permit this type of split transaction.
- B. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be held until the authorization expires or the merchant releases the hold, which may take up to seven days.
- C. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

10. 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 888-799-0040 or write us at U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, in time for us to receive your request three 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 three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. Returns 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 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.

12. Payment. Each time you use your Card, the amount of the transaction will be debited from your Account. You may not be allowed to exceed the balance available in your Account by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the balance in your Account (an “overdraft”), you will be fully responsible for the amount of your purchase that exceeded the balance in your Account. We also reserve the right to automatically debit such overdrafts from current or future money deposited to your Account or any other account you have with us. In such case, you agree to be responsible for payment to us for all overdrafts.

13. Using Your Card in a Foreign Country

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 may assess a foreign fee, calculated as a percentage of your transaction amount. The percentage, if any, is listed on the Fee Schedule. We may assess the foreign fee on all foreign transactions, even in transactions that do not require currency to be converted.

14. Other Terms. 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 illegal internet-gambling or any transaction that is illegal under applicable law, or not permitted by network rules. The funds on your Card are subject to escheat under applicable state unclaimed property law. If your Card has a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

15. Joint Ownership, Survivorship and Use by Others

- A. *Joint Ownership.* An “Owner” is the person who has the power to deal with an account in that person's name. By providing your information to us to establish the Card Account, your Funder designated you as the Owner of this Account. If your Funder has designated more than one person in connection with this Account, each person designated by the Funder will be treated by us as an Owner.
 - (i) Each Owner has all the rights and responsibilities described in this Agreement, including the power to: (a) perform all the transactions available for the Account; (b) obtain and release information about the Account; (c) sign or authenticate any document in connection with the Account; (d) receive any statements, disclosures or other documents about the Account; and (e) give rights or access to others in connection with the Account (for example, any Owner could grant a power of attorney to have access to the Account). By maintaining the Account, all Owners intend that each of you has complete and separate access and withdrawal rights to all the funds in the Account. You cannot assert

a claim against us for permitting a transaction so long as any one of the Owners authorized or initiated the transaction.

- (ii) Each Owner has the power to close the Account. However, we have the right to require the signature of all Owners before completing any requested closure.
- (iii) Each Owner is separately, and all Owners are jointly, responsible for any unpaid fees or overdrafts. This means we can collect the unpaid total from any Owner(s), on any of the Owner(s)'s accounts, but we will not collect the unpaid amount more than once.

B. *Survivorship*. Each Owner is a joint tenant and is presumed to “own” the funds in the Account in proportion to that person's net contribution to the Account. Each Owner intends upon his or her death that the funds owned by such person will be owned by the survivor.

C. *Use by Others*. Except as described in “Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions” below, you are liable and responsible for all transactions, fees, and other activity with respect to the Card or Account. You may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account to another person, you are liable for all transactions and fees incurred by such person. You must notify us in writing to revoke permission for any person you previously authorized to use or access your Card or Account.

16. Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions

- A. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic fund transfer has been performed 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 888-799-0040 or by writing us at U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. If your Card has been lost or stolen, we will close your Card.
- B. *Zero Liability*. 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. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account.
- C. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

17. Your Right to Dispute Errors

- A. In case of errors or questions about your Card, call 888-799-0040 or write to U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, 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. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling us at 888-799-0040 or writing us at U.S. Bank Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- B. You will need to tell us:
- (i) Your name and your U.S. Bank Prepaid Card number.
 - (ii) The dollar amount of the suspected error.
 - (iii) Approximately when the error took place.
 - (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.
- C. 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.

- D. 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 until the investigation is complete, 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 provisionally credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation.
- 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.
- F. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

18. Our Liability. If we do not complete a transfer to or from your Account 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 Account 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.

OUR RIGHTS UNDER THE AGREEMENT

19. Amendment, Termination and Other Rights

- A. We may at any time change or terminate these terms and conditions or transfer our rights under this Agreement. 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. Refer to insurance.usbankprepaidcards.com for the most current version of the Agreement. You will be notified of any change in the manner required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may terminate or suspend this Agreement, or any features or services of the Card described herein at any time.
- B. You may close your Account at any time. Account termination or closure, whether by you or us, will not affect prior transactions or obligations relating to your Account existing at the time of termination.
- C. From time to time, we may monitor telephone calls you make to us or our agents.

DISCLOSURE OF CARD INFORMATION

20. We will disclose information to third parties about your Card and Account 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 INFORMATION

21. Program Information. You are electing to participate in the U.S. Bank Prepaid Card program offered by your Funder that may be discontinued at some time in the

future. If the program is discontinued, you will be notified in advance and given information about how to receive future payments by an alternate means. 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.

22. Role of Your Funder

- A. Your Funder is responsible for providing information to you about your payment options and may be required to provide additional information about the Account or your payment options under applicable law. Your Funder is responsible for providing us information about you to open your Account, which may include your name, date of birth, and physical address.
- B. Your Funder is responsible for transferring funds to us to load into your Account. These funds will be transferred by your Funder to us and loaded into your Account by us according to the schedule agreed to by Funder and us. We have no obligation to you in the event your Funder delays in providing or fails to provide funds to your Account.
- C. Your Funder may retain the right to deduct funds from the Account 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 credit or debit funds to or from your Account and, in the case of a debit, to return those funds to your Funder. If you have a dispute with your Funder about the amount that the Funder loads onto or deducts from your Account, you agree to not involve us in that dispute and to resolve that dispute solely with your Funder.
- D. 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.

23. Cellular Phone Contact Policy. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular 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 at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

24. 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: (1) 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; (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 AAAs 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 AAAs 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 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 Ohio. 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.

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