

U.S. Bank ReliaCard® Pre-Acquisition Disclosure
Program Name: Nebraska Retirement

You have options as to how you receive your payments, including direct deposit to your bank account or this prepaid card. Ask your agency for available options and select your option.			
Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	\$0 in-network \$1.00* out-of-network	N/A
ATM Balance Inquiry (in-network or out-of-network)			\$0
Customer Service (automated or live agent)			\$0 per call
Inactivity (after 365 days with no transactions)			\$1 per month
We charge 3 other types of fees. One of them is:			
Card to Bank Transfer			\$2.00
* This fee can be lower depending on how and where this card is used. See the accompanying Fee Schedule for free ways to access your funds and balance information. 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 1-855-279-1273 or visit usbankreliacard.com.			

Welcome!

To your new U.S. Bank ReliaCard®

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
- ☐ Download the Mobile App

Keep Track of Your Balance

Online

Cardholder website: www.usbankreliacard.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.

Mobile App

Download the Mobile App on your iPhone or Android phone. Search "U.S. Bank ReliaCard".

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.usbankreliacard.com

Call **855-279-1273** (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 **1-855-279-1273**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit usbankreliacard.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 ReliaCard® Fee Schedule for the Nebraska Retirement Program (Effective Date: May 2018)

All fees	Amount	Details
Get cash		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "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)	\$1.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. "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)	\$0	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	0%	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	\$1.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Other		
Card to Bank Transfer	\$2.00	This is our fee per transfer to transfer funds from your card to your bank account.
Card Replacement	\$0	This is our fee per card replacement mailed to you with standard delivery (up to 10 business days).
Card Replacement Expedited Delivery	\$15.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Inactivity	\$1.00	This is our fee charged each month after you have not completed a transaction using your card for 365 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	\$40,000	
Maximum Daily Debits	20 transactions and \$10,050 per day	
ATM Withdrawals	10 transactions and \$3,025 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	20 transactions and \$4,000 per transaction	
Teller Cash Withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	2 transactions and \$3,025 per day	
Maximum Daily Credits	50 transactions and \$20,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	
Bill Pay Transactions	10 transactions and \$2,000 per day 10 transactions and \$3,000 per week 20 transactions and \$5,000 per month	

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The ReliaCard is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2018 U.S. Bank. Member FDIC.

TERMS AND CONDITIONS FOR THE RELIACARD

By activating, accepting and/or using the ReliaCard (“Card”), you agree to be bound by the terms and conditions contained in this ReliaCard Cardholder Agreement (“Agreement”), which will govern your use of your Card and your Account. Your Card is a reloadable Visa® or Mastercard® branded prepaid debit card issued by U.S. Bank National Association (“U.S. Bank”), and your Card accesses your ReliaCard 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. 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 have been opened in connection with a government program. The 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 can activate your Card by calling us at 855-282-6161 (we accept relay calls) or online at www.usbankreliacard.com. 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 when permitted by your program. 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 Limitations, which may include:

- A. Paying for purchases at stores and businesses that have agreed to accept the Card (“point-of-sale transactions”).
- B. Performing transactions at automated teller machines (“ATMs”).
- C. Obtaining cash at the teller window for any bank or credit union that accepts the network brand on your Card.
- D. Transferring money from your Account to a checking or savings account in the United States, if your program permits. Such transfers may only be made online at www.usbankreliacard.com. Once transfers are initiated, the timing of funds availability in the receiving account will vary.

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. Your government agency may deposit money (load value) onto your Card at any time. Monies deposited into the Account are available for your use in accordance with this Agreement and any rules set by your government agency.

CARD FEES AND TRANSACTION LIMITS

4. Under some situations, you will be charged fees for using your Card or 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. Third parties may assess additional charges. 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 855-282-6161 or you may view them online at www.usbankreliacard.com.

HOW TO OBTAIN ACCOUNT INFORMATION

5. Account Information

- A. You can view your Account online at www.usbankreliacard.com or call us at 855-282-6161 to find out whether or not a load has been made.
- B. You may obtain Account balances and review Account activity by visiting www.usbankreliacard.com, accessing the ReliaCard Mobile App (“Mobile App”), or calling 855-282-6161. You can access a 12-month history of Account transactions online at www.usbankreliacard.com. You will be able to view statement information online at www.usbankreliacard.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 www.usbankreliacard.com, calling 855-282-6161, or by writing us at ReliaCard 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: The ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 855-282-6161, 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 www.usbankreliacard.com, via the Mobile App, or by calling 855-282-6161. You may manage or cancel Alerts at any time online at www.usbankreliacard.com, via the Mobile App, or by calling 855-282-6161. 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 855-282-6161 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 855-282-6161 or write us at ReliaCard 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 Refund. 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

For Visa Cards: 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.

For Mastercard Cards: 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 Cirrus or the Mastercard Acceptance Marks. 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 Mastercard 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. If you use your Card at a merchant or ATM that bears these Acceptance Marks, Mastercard International Incorporated will convert the transaction into a U.S. Dollar amount using its currency conversion procedure. The currency conversion rate used by Mastercard International to determine the transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed. 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.

15. 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 855-282-6161 or by writing us at ReliaCard 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.

16. Your Right to Dispute Errors

- A. In case of errors or questions about your Card, call 855-282-6161 or write to ReliaCard 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 855-282-6161 or writing us at ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- B. You will need to tell us:
 - (i) Your name and your U.S. Bank ReliaCard 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.

- 17. 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

18. Amendment, Termination and Other Rights. 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 www.usbankreliacard.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. You may close your Account as permitted by your government program. 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. From time to time, we may monitor telephone calls you make to us or our agents.

DISCLOSURE OF CARD INFORMATION

19. 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

20. Program Information. You are electing to participate in the ReliaCard Card program authorized by your government agency 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.

21. Role of Your Government Agency

- A. Your government agency is responsible for transferring funds to us to load into your Account. These funds will be transferred by your government agency to us and loaded into your Account by us according to the schedule agreed to by your government agency and us. We have no obligation to you in the event your government agency delays in providing or fails to provide funds to your Account.
- B. Your government agency 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 government agency to credit or debit funds to or from your Account and, in the case of a debit, to return those funds to your government agency. If you have a dispute with your government agency about the amount that the government agency loads onto or deducts from your Account, you agree to not involve us in that dispute and to resolve that dispute solely with your government agency.
- C. You acknowledge and agree that except as set forth in this section, your government agency shall not be liable for any claims by you in connection with this Agreement.

22. Use by Others; Secondary Card

- A. The person to whom the Card and Account was first issued is the “Primary Account Holder”. The Primary Account Holder is at all times liable and responsible for all transactions, fees, and other activity with respect to the Card, Account and any Secondary Card (as defined below). Except by requesting a Secondary Card (as described below), 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.
- B. If your program permits an additional Card to be issued to access your Account (a “Secondary Card”), the Primary Account Holder may request we issue a Secondary Card to a trusted person who is 13 years of age or older (the “Secondary Cardholder”). We reserve the right to refuse any Secondary Card request. The Primary Account Holder is at all times liable and responsible for all transactions, fees, and other activity with respect to the Secondary Card. The holder of the Secondary Card may report that Card as lost or stolen. The Secondary Cardholder may not request additional Cards to access the Account, but in other respects may have the same ability as the Primary Account Holder to access information or make decisions regarding the Card or Account. We reserve the right to require the Primary Account Holder to make or approve particular decisions in our discretion. If you wish to terminate the authority of the Secondary Cardholder, you must call us at 855-282-6161 to request revocation of the Secondary Cardholder's access to your Account. The Primary Account Holder will continue to be liable for all transactions, fees and other activity resulting from continued use of the Secondary Card unless you request that we cancel all of your Cards and issue a replacement Card for you. A fee for Card replacement may apply. See the Fee Schedule for details. Terminating the Secondary Card may require that we cancel all your Cards. As with all card cancellations, you will not have access to your Account until a replacement Card is received and activated by you. To the extent permitted by law, you are also liable and responsible for all costs and expenses, including attorneys’ fees, that we incur enforcing these rules governing the Secondary Card.

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. Bill Pay Service

- A. The following terms and conditions apply to your use of the bill pay service (“Bill Pay Service”), which may or may not be enabled by the funder of your Account. The Bill Pay Service is available online at www.usbankreliacard.com. After you set up a Payee, you may also call us at 855-282-6161 to schedule a payment.
- B. To use the Bill Pay Service, you must first setup a Payee online. A “Payee” is a company or individual in the United States that sends you bills and that you choose to pay through the Bill Pay Service. If your Payee is a large national or regional biller (e.g., a utility company or an insurance company), the Bill Pay Service may utilize Mastercard's Remote Payment Processing Service (RPPS) to process bill payments (“Bill Payments”) to this Payee. If your Payee is a smaller biller or an individual

(e.g., a landlord), the Bill Pay Service may send a paper check to this Payee. In this case, you are required to enter a correct and complete address for this Payee. You authorize us to process the Bill Payments permitted under these terms and conditions for you as requested by you from time to time, and you authorize us to post transactions to your Account as directed.

- C. You are responsible for providing accurate account information and the necessary address information to ensure funds are applied to the correct account and delivered to the correct address. Inaccurate account data or address information may cause Bill Payments to fail or be misdirected. We reserve the right to refuse to make payments to certain Payees in our sole discretion.
- D. You may schedule a one-time Bill Payment or preauthorized recurring Bill Payments in a fixed amount. If you schedule a Bill Payment for the current date, you authorize us to debit your Account immediately in the amount of the Bill Payment plus any applicable fees.
- (i) If the Account balance is not sufficient for the Bill Payment plus applicable fees, you will receive an error notice of Insufficient Funds and the Bill Payment will have a status of **Failed**.
 - (ii) If the Account balance is sufficient, the Bill Payment will have a status of **Pending**.
 - (iii) If you schedule a Bill Payment for a date in the future, the Bill Payment will have a status of **Scheduled**. We will start processing a Scheduled Bill Payment on its payment date (“Payment Date”). You authorize us to debit your Account on the Payment Date, in the amount of the Bill Payment, plus any applicable fees.
 - (iv) If, on the Payment Date for a Scheduled Bill Payment, the Account balance is not sufficient for the Bill Payment plus applicable fees, the Bill Payment status will change to **Failed**.
 - (v) If, on the Payment Date for a Scheduled Bill Payment, the Account balance is sufficient, the Bill Payment status will change to **Pending**.

- E. We shall use reasonable efforts to properly and timely make your Bill Payments as directed by you. However, we cannot guarantee that any Bill Payment will be received by the payment due date. We are not responsible for any costs, late fees or other damages incurred if Bill Payments are not received by the Payee on or before the payment due date and we followed your instructions. You must schedule Bill Payments at least four business days prior to their due dates to ensure adequate time to process the Bill Payments and allow the Payees to credit your account with them.
- F. Bill Payments are processed on business days. Bill Payments scheduled before 8:00 P.M. Central Time are submitted for processing on the same business day. Bill Payments scheduled on or after 8:00 P.M. are submitted for processing the next business day. If your Scheduled Bill Payment falls on a non-business day, the payment will be processed on the next business day.
- G. Refer to the transaction limits table (“Transaction Limits”) below your Fee Schedule for the Bill Pay transaction limits.
- H. If the Bill Payment cannot be processed for any reason, the Bill Payment status will be a “Failed” status. We are responsible for errors caused by our failure to initiate or cancel a payment according to your properly transmitted instructions. We are not responsible for nonpayment, late fees or other damages incurred due to other failed Bill Payments. Failed Bill Payments will be credited to your Account within five business days of the notification by RPPS or the Payee that the Bill Payment failed. If a Bill Payment fails because of insufficient funds, you should notify the Payee immediately and make the necessary arrangements to reschedule payment. If you believe an error has occurred, you should report it immediately using the error resolution process described in the “Your Right to Dispute Errors” section above.
- I. You may cancel any payment in a Pending or Scheduled Status. If the Payment is Pending you must call us at 855-282-6161 prior to 8:00 P.M. Central Time to cancel the payment. If the payment is Scheduled you can cancel it online at www.usbankreliacard.com or you may call us at 855-282-6161. You understand and agree that once we have begun processing a payment it cannot be cancelled. If the payment has been submitted for processing, it will be necessary to contact the Payee directly to reverse any payments made through this Bill Pay Service. Bill Payment fees (if applicable) are not refunded if Pending Bill Payments are cancelled and a cancellation fee may apply. Refer to the Preauthorized Payments section above for your right to stop payment of preauthorized transfers.
- J. We are under no obligation to notify you if we do not complete a Bill Payment for any reason. We may send you notices by email related to the Bill Pay Service including when a payment fails if you have provided us with a current email address. To update your email address, select Update My Card from the website. You understand and agree that email notices will not be sent on a “real time” basis, but will rather be sent at the next scheduled delivery time after a payment event occurs. We reserve the right to change the frequency or timing of email notices, at any time and from time

to time. Email notices are not intended to replace your Card or Account information available to you on the website.

K. For Bill Payment error resolution, please refer to the “Your Right to Dispute Errors” section above.

L. We may cancel the Bill Pay Service at any time in our sole discretion.

25. 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.

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