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# Welcome to your U.S. Bank Focus Card.

Scan the QR code on your sticker to activate and start using your card today.

For a fast and easy card activation experience, follow the instructions below.

If you would like a card with your name on it, call Cardholder Services at 888-863-0681.

## Getting Started



Download the U.S. Bank Mobile App by searching "U.S. Bank" in the App Store® or Google Play™.



Activate your card via QR Code, mobile app or online at [usbankfocus.com](http://usbankfocus.com).



Sign up for text<sup>1</sup> or email alerts on the mobile app or [usbankfocus.com](http://usbankfocus.com).



Enjoy peace of mind – Your card is protected<sup>2</sup> if lost or stolen and you may not be responsible for unauthorized transactions.



Scan the QR code to log in and learn more.

1. For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.
2. You are generally protected from all liability for unauthorized transactions with Zero Liability. You must call the number on the back of your Card immediately to report any unauthorized use. Certain conditions and limitations may apply. See your Cardholder Agreement for details.

All trademarks and brand names belong to their respective owners. Use of these trademarks and brand names do not represent endorsement by or association with this card program. All rights reserved.

The Focus Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2023 U.S. Bank. Member FDIC.

USBFDV8\_NP\_IIB\_0623



The card included in this card packet is your only method of receiving funds.

If you do not activate this card, you will not receive funds.

Review the card carrier for information to download the mobile app, activate your card and learn more.



Program Number: 126784009 NP

Monthly fee <b>\$0</b>	Per purchase <b>\$0</b>	ATM withdrawal <b>\$0</b> in-network <b>\$1.75</b> out-of-network	Cash reload <b>N/A</b>
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)			\$2.00 per month
<b>We charge 3 other types of fees. One of them is:</b>			
Card Replacement (standard or rush)			\$5.00* or \$30.00*
*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 <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services inside the card package or call 1-888-863-0681 or visit <a href="http://usbankfocus.com">usbankfocus.com</a> .			

## U.S. Bank Focus Card Fee Schedule

Program Number: 126784009 NP

All Fees	Amount	Details
<b>Get Cash</b>		
ATM Withdrawal (out-of-network)	\$1.75	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.
<b>Using your card outside the U.S.</b>		
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 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.
<b>Other</b>		
Card Replacement	\$5.00	This is our fee per replacement of your card, whether mailed to you with standard delivery (up to 10 business days) or provided to you by your sponsor / in another manner. This fee is waived for your first card replacement in a 12-month period. This fee will be charged for each additional replacement during the same 12 months.
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.
Card Replacement Overnight Delivery	\$25.00	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 365 consecutive days.

Your funds are eligible for FDIC insurance up to \$250,000. FDIC insurance protects deposits from loss due to bank insolvency. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.  
Contact Cardholder Services by calling 1-888-863-0681, by mail at P.O. Box 551617, Jacksonville, FL 32255, or visit [usbankfocus.com](http://usbankfocus.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://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](http://cfpb.gov/complaint).

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## U.S. Bank Focus Card Fee Schedule

Program Number: 126784009 NP

All fees	Amount	Details
<b>Get cash</b>		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "In-network" refers to the U.S. Bank or MoneyPass <sup>®</sup> ATM networks. Locations can be found at <a href="http://usbank.com/locations">usbank.com/locations</a> or <a href="http://moneypass.com/atm-locator.html">moneypass.com/atm-locator.html</a> .
ATM Withdrawal (out-of-network)	\$1.75	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 from your card from a teller at a bank or credit union that accepts Visa <sup>®</sup> .
<b>Using your card outside the U.S.</b>		
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 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.
<b>Other</b>		
Card Replacement	\$5.00	This is our fee per replacement of your card, whether mailed to you with standard delivery (up to 10 business days) or provided to you by your sponsor / in another manner. This fee is waived for your first card replacement in a 12-month period. This fee will be charged for each additional replacement during the same 12 months.
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.
Card Replacement Overnight Delivery	\$25.00	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 365 consecutive days.
<b>Transaction Limits</b>		
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 \$8,025 per day	
ATM Withdrawals	5 transactions and \$1,525 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)	5 transactions and \$5,000 per day	
Maximum Daily Credits	10 transactions and \$20,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

Your funds are eligible for FDIC insurance up to \$250,000. FDIC insurance protects deposits from loss due to bank insolvency. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.  
Contact Cardholder Services by calling 1-888-863-0681, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit [usbankfocus.com](http://usbankfocus.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://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](http://cfpb.gov/complaint).

05870-36-634



## FACTS

### WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- transaction history and credit history

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No*	We don't share

#### To limit our sharing

- Call 800-370-8580—our menu will prompt you through your choice or
- Visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### To limit our direct marketing

**Please note:** We may contact our existing customers by mail, telephone, or email to offer additional financial products or services including products and services offered by nonaffiliates that we believe may be of interest to you. You may direct us not to send you such offers.

- To limit our direct marketing to you by mail or telephone, please call 800-370-8580—our menu will prompt you through your choices, or visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.
- To limit our direct marketing to you by e-mail, visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Email Preferences" page.

#### Questions?

Call 800-872-2657 or go to [usbank.com](http://usbank.com)

**Who we are****Who is providing this notice?**

Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

Except for California, North Dakota and Vermont residents, a different notice applies to customers who leased or purchased a vehicle and obtained U.S. Bank financing directly through a dealership. That notice from U.S. Bank—Dealer Financial Services is available online at <http://www.usbank.com/privacy> or by calling 800-437-9497.

**What we do****How does U.S. Bank protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does U.S. Bank collect my personal information?**

We collect your personal information, for example, when you

- open an account or apply for a loan
- use your credit or debit card or make deposits or withdrawals from your account
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply individually—unless you tell us otherwise.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *U.S. Bank does not share with nonaffiliates so they can market to you*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *U.S. Bank doesn't jointly market*

**Other important information**

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

**For California residents:** In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

**For Vermont residents:** In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**For Nevada residents:** We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at [usbank.com/privacy](http://usbank.com/privacy), or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov), or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection  
100 North Carson Street, Carson City, NV 89701-4717

**Additional U.S. Bancorp affiliates**

The Miami Valley Insurance Company  
Red Sky Risk Services, LLC

Mississippi Valley Company

\*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.

**THE U.S. BANK FOCUS CARD CARDHOLDER AGREEMENT****TERMS AND CONDITIONS FOR THE U.S. BANK FOCUS CARD**

By activating, accepting and/or using the U.S. Bank Focus Card ("Card"), you agree to be bound by the terms and conditions contained in this Focus Card Cardholder Agreement as well as the Fee Schedule and Transaction Limitations, incorporated herein by reference (collectively the "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 Focus 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. The "Sponsor" is the Funder that originally offered you the Card and Account. 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 or applicable law. Funds in the Account are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowed by law for the benefit of the named cardholder.

**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 888-863-0681 (we accept relay calls) or online at [www.usbankfocus.com](http://www.usbankfocus.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. 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 this Agreement:

- A. Paying for goods or services, 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");
- C. Transferring funds to or from another Focus Card registered through your Sponsor;
- D. Obtaining cash at the teller window from any bank or credit union that accepts the network brand on your Card.

Fees and transaction limits may apply. Not all transaction types are available for all programs. See "Card Fees and Transaction Limits" for more details on the transactions available for your program.

**3. Loading Your Card**

**A. Loads from Your Sponsor.** Your Sponsor 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.

**i. Other Loads; Maximum Balance.** Depending on your program, you may be able to make cash deposits through participating reload networks, receive automated clearing house ("ACH") direct deposits from sources other than your Sponsor, and deposit checks through a third-party remote deposit capture service. If these options are available on your Account you will receive information on available reload methods with your Card materials. If your program permits loads from sources other than your Sponsor, you will be required to take additional steps to verify your identity before these services may be accessed. At our discretion, we may allow a load in excess of the Maximum Card Balance limit shown in the Transaction Limits. If such a load is permitted to post to your Account on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limits will be permitted in the future. All checks and money orders mailed or directly sent to us will be returned.

**ii. Cash Reloads.** Please note that if you reload your Card at reload networks, those networks may charge a fee and/or set load limits that are lower than what we set. Terms as to what source (i.e., cash, check, or other) can be used to deposit to the Account may be defined by each reload network. Generally, funds deposited through reload networks should be available no later than the next business day, but timing and availability of deposits through reload networks depends on the reload network completing the transaction.

**iii. Check Reloads.** If permitted by your program, you may load additional funds to your Card via a third-party remote deposit capture service. This third-party service



requires that you accept the service provider's terms and conditions, including fees, and download the service provider's mobile app. Generally, funds deposited through reload networks should be available no later than the next business day, but timing and availability of deposits through reload networks depends on the reload network completing the transaction.

- iv. **Limits on Loads.** In addition to the limitations in the Transaction Limitations section, the transaction limitations below apply to loads. Please note, for this purpose a "day" is a rolling 24-hour period.

Maximum Load amount by ACH--\$5,000 per load, 5 loads per day, not more than \$20,000 per day

Maximum Load amount by Cash Reload--3 loads per day, not more than \$950 per day

Maximum Load amount by Check Reload Service (Ingo)--\$10,000 per load, 10 loads per day, not more than \$20,000 per day

All loads to your Card count toward the Maximum Daily Credit limit shown in the Transaction Limits. Third-party providers may set lower limits.

**4. Card to Card Transfers.** If your program permits, you may transfer available funds from your Card to another Focus Card also registered by or through your Sponsor, and you may receive funds from another Focus cardholder whose Card was registered by or through your Sponsor. Funds transferred are available the same business day the transfer is completed. Visit [www.usbankfocus.com](http://www.usbankfocus.com) or call Cardholder Services at 888-863-0681 for confirm availability of this service. In addition to the limitations in the Transaction Limitations section, the following transaction limitations apply:

Maximum Transfer Amount from another Card--\$2,500 total, 2 times per day

Maximum Transfer Amount to another Card--\$10,000 total, 2 times per day

Please note, for this purpose a "day" is a rolling 24-hour period. Transfers to your Card also count toward the Maximum Daily Credit limit. Transfers from your Card count toward the Maximum Daily Debits limit.

**5. 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.

**6. 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 888-863-0681 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.

**7. No ACH Payment/Transfer.** Do not attempt to make an ACH payment/transfer out of your Account using the underlying Account number of your Card (depending on your program, this number may be printed in your Card materials, but is separate from the Card number which you use to make ordinary Card purchases). If you do so, we may close your Card and Account. The underlying Account number is to be used only to enable ACH direct deposits into your Account from your Funder.

**8. Returns and Refunds.** If you authorize a purchase of goods or services, and there is a problem or dispute with the purchase, 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.

**9. 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.

**10. 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) the 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.

**11. Network Rules; Lawful Purpose.** 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

**12. Use by Others.** 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 and 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.

**CARD FEES AND TRANSACTION LIMITS**

**13. Fees and Transaction Limits; Third Party Fees**

A. 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.

B. Some of the ways you use or access your Account may incur third party fees, like mobile carrier fees for text messages or data used while accessing information on or through the Mobile App, or fees charged by out-of-network ATM owners.

C. Available transaction types and applicable transaction limitations are displayed in the transaction limits table ("Transaction Limits" or "Transaction Limitations") below your Fee Schedule. For limits applied per "day", a "day" is a rolling 24-hour period. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card or Account.

D. 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 888-863-0681 or you may view them online at [www.usbankfocus.com](http://www.usbankfocus.com).

**HOW TO OBTAIN ACCOUNT INFORMATION**

**14. Account Information**

A. If you have arranged to have loads made to your card, including by direct deposit, you can review information about your Account, including loads from your Funder, online at [www.usbankfocus.com](http://www.usbankfocus.com), in the Mobile App, or by calling us at 888-863-0681 to find out whether or not a load has been made.

B. You may obtain Account balances and review Account activity by visiting [www.usbankfocus.com](http://www.usbankfocus.com), accessing the Mobile App, or calling 888-863-0681. You can access a 12-month history of Account transactions online at [www.usbankfocus.com](http://www.usbankfocus.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 on single-month paper statements by visiting [www.usbankfocus.com](http://www.usbankfocus.com), calling 888-863-0681 or by writing us at Focus Card Services, P.O. Box 551617, Jacksonville, FL 32255. You will not be charged a fee for this information.

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.

**15. Contact Information and Business Days and Hours.** For general inquiries by mail, write us at: Focus Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 888-863-0681, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

**16. Mobile Alerts.** You may enroll to receive or manage electronic notifications ("Alerts") relating to your Account online at [www.usbankfocus.com](http://www.usbankfocus.com), via the Mobile App, or by calling 888-863-0681. 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.

## PREAUTHORIZED PAYMENTS AND ERRORS

### 17. 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 888-863-0681 or write us at Focus 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. Your request must include information necessary to identify the preauthorized payment. 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.

### 18. 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 888-863-0681 or by writing us at Focus 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) or other error 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.

### 19. Your Right to Dispute Errors

- A. In case of errors or questions about your Card, call 888-863-0681 or write to Focus 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) or other error 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 888-863-0681 or writing us at Focus Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- B. You will need to tell us:
- Your name and your Card number;
  - The dollar amount of the suspected error;
  - Approximately when the error took place; and
  - 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.

20. *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:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal system was not functioning properly and you were aware of that when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

## OTHER IMPORTANT TERMS

### 21. 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 [www.usbankfocus.com](http://www.usbankfocus.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 without incurring a fee. 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.

22. *Disclosure of Card Information.* 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, (iv) as otherwise permitted by applicable law, or (v) if you give us your written permission.

23. *Program Information.* You are electing to participate in the Focus Card program offered by your Sponsor 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.

### 24. Role of Your Sponsor and Funder

- A. Your Sponsor is responsible for providing information to you about any payment options and may be required to provide additional information about the Account or your payment options under applicable law. Your Sponsor is also responsible for providing us information about you to open your Account, which may include your name, date of birth, and physical address. If your relationship with your Sponsor ends, the terms, conditions and fees associated with your Account do not automatically change.
- 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 Sponsor and Funder shall not be liable for any claims by you in connection with this Agreement.

25. *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.

## 26. RESOLUTION OF DISPUTES BY ARBITRATION

The terms in this section 26 apply to all Cardholders that received a U.S. Bank Focus Cardholder Agreement with the reference number 05870-30-121 or higher when their Card Account was initially opened. The reference number can be found immediately above the title of the Cardholder Agreement. All other Cardholders remain subject to the Arbitration Section of the U.S. Bank Focus Cardholder Agreement with reference number 05870-30-45, shown below in Section 27.

**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 (in this Section J, "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.

## 27. Arbitration Provisions

The terms in this section 27 apply to all Cardholders that received a U.S. Bank Focus Cardholder Agreement with the reference number 05870-30-45 or lower when their Card Account was initially opened. The reference number can be found immediately above the title of the Cardholder Agreement. All other Cardholders are subject to Section 26 of this Agreement.

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](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1.800.778.7879 or [www.adr.org](http://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.

The Focus Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. ©2024 U.S. Bank. Member FDIC.