

## U.S. Bank Prepaid Online & Mobile Banking Agreement

### Welcome

This U.S. Bank Prepaid Online & Mobile Banking Agreement (the “**Agreement**”) governs your use of online banking services (“Online Services”) through: (1) [www.usbankfocus.com](http://www.usbankfocus.com) (for Focus Card customers); (2) [www.myusbankprepaidcard.com](http://www.myusbankprepaidcard.com) (for Solutions Card customers) (3) [www.usbankreliacard.com](http://www.usbankreliacard.com) (for ReliaCard customers, and (4) the U.S. Bank ReliaCard Mobile App available on Android or iPhone (for ReliaCard customers). Online Services may include, but are not limited to, accessing your prepaid account balance, prepaid account statements, transferring funds between eligible prepaid accounts, managing prepaid account alerts, viewing your transaction history and bill payment. For Focus and Solutions Card customers using the separate U.S. Bank Mobile App through iOS or Android, the [Digital Services Agreement](#) that applies is available through the U.S. Bank Mobile App.

**This Agreement is revised periodically, and it may include changes from earlier versions. By using Online Services, you agree to the most recent version of this Agreement, which is available online at [www.usbankfocus.com](http://www.usbankfocus.com), [www.myusbankprepaidcard.com](http://www.myusbankprepaidcard.com), [www.usbankreliacard.com](http://www.usbankreliacard.com) and through the U.S. Bank ReliaCard Mobile App.**

Terms used in this Agreement that are not defined herein have the meaning provided in your cardholder agreement.

### Privacy & security

Protecting your privacy is important to us. All information gathered from you in connection with using Online Services with your consumer-purpose card(s) will be governed by the provisions of the [U.S. Bank Consumer Privacy Pledge](#) and the [Online Privacy and Security Policy](#) (collectively “**Privacy Policy**”), which are available online, within our mobile app(s), or by calling us. We will disclose information to third parties about your account or the transfers you make when it is necessary to complete the transfers you initiate using Online Services, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), to comply with government agency or court order, or if you give us written permission.

Use of Online Services is intended for U.S. Bank customers who are 16 years old or older or otherwise able to lawfully enter into contracts under applicable law and in connection with your cardholder agreement. Use of certain Online Services may require additional prepaid accounts or other eligibility requirements. You agree not to use Online Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) access the information and content programmatically by macro or other automated means; or (d) use Online Services in such a manner as to gain unauthorized entry or access to computer systems.

### [Protecting your log-in credentials](#)

Prevent unauthorized access to your account(s) by keeping your Log-in Credentials confidential and ensuring that you log out of Online Services when you are finished.

**We will never ask you to share your Log-in Credentials, and you do not need to share your Log-in Credentials to send or receive money using Online Services.** If you give another person or business access to Online Services (either by sharing your Log-in Credentials or sharing your device), you agree that each such third-party will be authorized to act on your behalf and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships, or the use of Online Services by an authorized third-party using your Log-in Credentials or your device. Any activity performed using your Log-In Credentials or your device will be presumed to be authorized by you unless you tell us otherwise. If you have shared your Log-in Credentials with a third-party, and wish to revoke that access, you must contact us to block access to Online Services until new Log-in Credentials are established. Our Shared Access feature (described below) allows you to delegate limited access to your eligible accounts without sharing your Log-in Credentials.

Immediately contact us at the number on the back of your Card if:

- You would like to change, disable, or revoke your password.
- You believe that your password or other means to access Online Services has been lost or stolen.
- You believe that someone may attempt to use Online Services without your consent or has transferred money without your permission.

For additional information about unauthorized transactions, please see your cardholder agreement.

### [Managing your contact information](#)

Your use of Online Services may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. To the extent permitted by your program, changes to your contact information may be made within Online Services or by contacting us at the number on the back of your card. Some programs may require you to contact your Sponsor to initiate contact information changes. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

For the duration of our relationship, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to allow us to verify your identity and to compare information you have provided to us with your wireless operator account profile information. See our [Privacy Policy](#) for more information on how we treat your data.

### [Receiving text messages and other communications](#)

**By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device 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 fees from your mobile services provider.**

You represent that you are authorized to use the email address or mobile phone number that you use for Online Services, and you expressly consent to receiving non-marketing emails or text messages from us (and Service Providers associated with Online Services), from other users sending or requesting money from you, and from other participating network banks (or their agents) regarding transfers between participating network banks and you.

Message frequency depends on your account settings and how often you use the Online Services that utilize such functionality. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your device. If you need assistance, contact us at the number on the back of your Card or the number listed in the Contact Us section at the end of this Agreement.

**The text messaging features of Online Services are available from all major wireless operators based in the United States of America (AT&T, Verizon Wireless, T Mobile®, Sprint, Metro PCS, U.S. Cellular®, and Cincinnati Bell). Text messages may be delayed (or not delivered) if your mobile device is not in range of a transmission site, placed in airplane mode, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless operator may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be punctually received, that your wireless operator does not guarantee that alerts will be delivered, and that we, our Service Providers, and the wireless operators are not liable for delayed or undelivered messages.**

### [Monitoring and recording communications](#)

We may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring or recording may be done without any further notice to you or anyone acting on your behalf. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

### [Location-Based Information](#)

If you use any location-based feature (such as our ATM locator) you agree that your geographic location and other personal information (such as your unique device identifier) may be accessed and disclosed through the application or service. You may turn off location-based features at any time through the settings of your mobile device. **If you disable location-based services, other features that use your location may not work until you re-enable location-based services.**

## FEATURES TO HELP YOU MOVE MONEY

### Transfer money between accounts

If your program permits, you may transfer funds between (a) eligible prepaid accounts (i.e., card-to-card transfer) or (b) within a prepaid account and its associated prepaid savings feature (“**Internal Transfer**”), or (c) between an eligible prepaid card and an external account (“**External Transfer**”). Funds from Internal Transfers are available the same Business Day the transfer is completed. Availability and terms of External Transfers, including card to bank transactions, are described in your Cardholder Agreement.

For questions regarding account transfers, visit [www.usbankfocus.com](http://www.usbankfocus.com) (all Focus Card customers), [www.myusbankprepaidcard.com](http://www.myusbankprepaidcard.com) (for all Solutions Card customers), [www.usbankreliacard.com](http://www.usbankreliacard.com) (ReliaCard customers), or call the number on the back of your Card or the applicable number listed in the Contact Us section at the end of this Agreement. External transfers may be governed by the terms and conditions of the external account. Transfers from the prepaid savings feature to your Card are governed by the terms and conditions of the prepaid savings feature.

Transfer limits are provided in your cardholder agreement. We reserve the right to limit the frequency and dollar amount of any transfers.

### Bill Payment

For ReliaCard customers, you may have the option of paying eligible billers using the bill pay service (“Bill Pay Service”) through your online account at [www.usbankreliacard.com](http://www.usbankreliacard.com). ReliaCard customers with Bill Pay Service may set up payment to a biller (or “payee”) through their online account, and request a one-time bill payment or schedule a preauthorized recurring bill payment in a fixed amount.

Bill payments are processed on Business Days. Bill payments scheduled before 8:00 p.m. CST are submitted for processing on the same Business Day. Bill payments scheduled on or after 8:00 p.m. CST are submitted for processing the next Business Day. If a scheduled bill payment falls on a non-Business Day, the payment will be processed on the next Business Day. Fees, transaction limits and other restrictions apply – see the Bill Pay Service terms in your cardholder agreement for details.

For questions regarding the Bill Pay Service – including if it is enabled for your ReliaCard account, visit [www.usbankreliacard.com](http://www.usbankreliacard.com), or call the number on the back of your Card or the applicable ReliaCard number listed in the Contact Us section at the end of this Agreement.

### Additional terms of use

#### Software license

You are hereby granted a personal limited license to download, install, and use the U.S. Bank ReliaCard Mobile App on your mobile device. This license will be deemed revoked immediately upon any of the following:

- You delete U.S. Bank ReliaCard Mobile App from your device.
- You fail to comply with this Agreement.
- We provide written notice to you at any time, with or without cause.

If this license is revoked for any of the foregoing reasons, you agree to promptly delete the app from your mobile device if you have not already done so.

This license does not amend or supersede any agreements you may have with your mobile service provider or device manufacturer. You understand that those agreements may provide for fees, limitations, and other restrictions that might impact your use of the U.S. Bank ReliaCard Mobile App.

#### Fees and Charges

While there is no fee for most Online Services, there may be a fee associated with some enhanced features of Online Services. These fees are described within Online Services when you use such features. Fees may be changed at our sole discretion, but you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees associated with Online Services and authorize us to deduct the calculated amount from the account(s) you have with us.

You are responsible for any and all other fees and charges that may be assessed by your wireless operator, internet service provider, or any other third-party provider you may engage.

### [Other agreements](#)

This Agreement is in addition to other agreements and disclosures that apply to your account(s) and it incorporates by reference all on screen instructions, disclosures, limitations, fees, and notices. For example, when you access your deposit account using Online Services, the underlying terms and conditions of your deposit account continue to apply. You may also use your Log-in Credentials to access services we provide through other digital platforms. These other digital platforms may have additional or separate terms of use that apply specifically to that digital platform. If there is a conflict between this Agreement and other agreements (or terms of use) terms that specifically reference the Online Services features described herein, this Agreement will control in resolving those inconsistencies.

### [Equipment](#)

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software we provide), and services necessary to access Online Services. You may need additional software that is capable of opening PDF files to view, print, and/or save electronic versions of your documents.

### [Links to other internet sites and third-party services](#)

Online Services may contain links to other websites, merchandise, and services provided, owned or operated by third parties. These links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control, and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third-party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

**All matters concerning third-party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever regarding any third-party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.**

### [Third-party account aggregation services](#)

Some companies offer financial management tools that allow you to access account information (including account statements and tax documents) from a variety of sources so that you can view multiple accounts at a single online location. These services may require you to provide personal identification information, including specific account information and your Log-in Credentials. By providing your Log-in Credentials to such a service you authorize that service to access your account, which may include the ability to initiate transfers to or from your account. Please use caution when providing personal information and Log-in Credentials to third party service providers and read and understand the third party's privacy and security policies before sharing any personal information with the service.

**Any use of a third-party site is at your own risk. If you elect to provide your Log-in Credentials or other information about your accounts to a third party, you are responsible for the use of your account or the disclosure of any personal information by the third party. Please see the section "Privacy & security" in this Agreement for more information on safeguarding your Log-in Credentials. Should you decide to revoke any access you have given to a third party, you must contact us, in which case we may need to block your access to Online Services until we issue new Log-in Credentials.**

### [Intellectual property rights](#)

All content connected with Online Services is the exclusive intellectual property of us, our licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through Online Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse-engineer or reverse-compile any technology, including any software or other content associated with Online Services.

The trademarks, logos, and service marks displayed in connection with Online Services are the registered and unregistered trademarks of us and/or our Service Providers. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with Online Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding Online Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials

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into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

#### [Data storage](#)

You understand that any data you access or enter using Online Services will be transferred to (and stored within) the United States.

#### [Data tracking](#)

We use first-party and third-party cookies, and we use Strictly Necessary, Performance, and Functional cookies to enhance your user experience, to provide you with (or evaluate you for) products and services, to communicate with you about your accounts or transactions, to enhance security and fraud prevention, to personalize content and ads, to optimize or improve our products and services, to comply with legal and regulatory obligations, and to analyze our traffic. We may share the information collected through cookies with our Service Providers in the United States (which may be outside the jurisdiction in which you reside). Our provision of, and each use of Online Services constitutes your continuing consent to the use of this technology on our sites.

#### [Accessing online services from outside the United States](#)

Online Services may not be available in all countries, and you understand that the described products and services are intended for customers located in the United States and U.S. Territories. You also understand that we are based in the United States, and that all information and transactions available within Online Services are reflected as U.S. currency.

We do not make any representation that Online Services are appropriate or available for use outside the United States or U.S. Territories. You are prohibited from accessing Online Services from territories where the use of any Online Service is illegal. *If you choose to access Online Services from locations outside the United States or U.S. Territories, you do so at your own risk and you are responsible for compliance with local laws.*

#### [Export control](#)

You acknowledge that your use of Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Online Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer of Online Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Online Services in any embargoed or sanctioned country.

#### [No illegal use](#)

You agree not to use Online Services to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Online Services. You also certify that you are 16 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

### Changes in terms of use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. **By continuing to use Online Services, you agree to the most recent version of this Agreement.**

### Delay or suspension of service

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to Online Services at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of Online Services include: you close your account, suspicious account activity, or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for Online Services, you will not be able to send and/or receive payments using any of the Online Services. If we terminate or suspend your use of Online Services, we reserve the right to make no further payments from your accounts, including any transactions you have previously authorized.

If you cancel your access to Online Services, you authorize us to continue to honor the Payment Instructions you have previously authorized until we have had a reasonable opportunity to act upon your cancellation notice. Once we have acted upon your cancellation notice, we will make no further payments from your accounts, including any payments you have previously authorized.

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using Online Services constitutes a "Threatening Condition" (including, but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations, or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of Online Services without notice.

### Term and termination

We reserve the right to add or eliminate features to Online Services, and we may terminate all or part of this Agreement and your use of any or all features of Online Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Online Services upon our request.

You may contact us to voluntarily terminate your access to Online Services and withdraw your consent to this Agreement.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

### No warranties

Neither we, nor Service Providers, represent or warrant the accuracy, adequacy, completeness or timeliness of Online Services, or the error free use of Online Services. All features of Online Services are provided "as is" and "as available," without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the risk of loss of your data during any system failure or interruption.

### Limitation of liability; indemnification

In no event will we or any Service Providers be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), whether caused by or resulting from (1) the use or the inability to use Online Services; (2) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (3) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through Online Services; or (4) any other failure, action, or omission.

You agree to indemnify, defend, and hold us and our Service Providers harmless from any and all third-party claims, actions, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees) arising from (1) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through Online Services, (2) any fraud, manipulation or other breach of this Agreement by you; (3) any third-party claim, action or allegations brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (4) your violation of any law or rights of a third party; or (5) use of Online Services by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by

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you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

#### Waiver

We will not be deemed to have waived any of our rights or remedies regarding this Agreement, unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

#### Severability and headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

#### Complete agreement; governing law

This Agreement represents the sole and exclusive agreement between you and us regarding Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

The law governing interpretation of this Agreement is the law specified as governing the interpretation of your cardholder agreement.

#### Arbitration

**This agreement is subject to any applicable arbitration provision contained in your cardholder agreement.**

#### **Definitions**

The following definitions apply in this Agreement:

The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)** and respective affiliates, successors, and assigns.

The words “**you**” and “**your**” means the person or persons that use Online Services.

“**Business Days**” include Monday through Friday. The Federal Reserve Bank holidays are not Business Days.

“**Log-in Credentials**” means your personal ID, password, QID, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access Online Services.

“**Prepaid Account**” means an account associated with a card, code or device that is: (1) directly or indirectly established through an employer for recurring electronic payment of an individual’s wages, salary, or other employee compensation; (2) established by a government agency for distributing government benefits or other payments to a consumer electronically; or (3) an account other than a demand deposit (checking), savings, or other consumer asset account that is issued on a prepaid basis in a specified amount or capable of being loaded with funds thereafter that are intended to be used for electronic transactions.

“**Service Providers**” means any other third party that we have engaged to provide equipment, or other services in connection with Online Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## CONTACT US

You may contact us as described below.

*We accept relay calls.*

<b>Focus Card (payroll)</b>	<b>877-474-0010</b>
<b>Focus Card (non-payroll)</b>	<b>888-863-0681</b>
<b>Solutions Card</b>	<b>866-335-1721</b>
<b>ReliaCard</b>	<b>855-282-6161</b>

In writing at:

**Cardholder Services**  
P.O. Box 551617  
Jacksonville, FL 32255