

You have options as to how you receive your payments, including direct deposit to your bank account or this prepaid card. Ask your employer for available options and select your option.

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	\$0 in-network	\$5.95*
		\$2.00 out-of-network	

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

We charge 3 other types of fees.

*This fee can be lower or charged differently depending on how and where this card is used and your state of employment or residence.

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 **1-877-474-0010** or visit **usbankfocus.com**.

U.S. Bank Focus Card Fee Schedule

Program Number: 87265213

All fees	Amount	Details
Add money		
Check Reload	5% or \$5.00 minimum	This is not our fee and is subject to change. Fee of up to 5% of check value may apply when cashing a check to load your card at Ingo Money. Money in Minutes - 2% (pre-printed payroll or gov't checks) or 5% (all other checks), minimum \$5.00. Money in 10 Days - no fee. Fee is deducted from check value. Go to ingomoney.com for more information.
Cash Reload – Visa Readylink	Varies by retailer	Third party fee may apply when reloading your card at a Visa Readylink network. Fee is paid to third party at the time of reload. Go to usa.visa.com/pay-with-visa/cards/services-locator.html for locations.
Cash Reload - GreenDot®	\$5.95	This is not our fee and is subject to change. Fee of up to \$5.95 may apply when reloading your card at GreenDot. Fee is paid to third party at the time of reload. Go to greendot.com for more information.
Get cash		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. “In-network” refers to the U.S. Bank or MoneyPass® or Allpoint® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html or allpointnetwork.com .
ATM Withdrawal(out-of-network)	\$2.00	This is our fee per withdrawal. “Out-of-network” refers to all the ATMs outside of the U.S. Bank or MoneyPass or Allpoint 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®.
Using your card outside the U.S.		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some 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. For Connecticut, Illinois, New York, and Pennsylvania workers, all international purchase fees are waived.
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.
Other		

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 employer/sponsor. 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. For Connecticut, Hawaii and Pennsylvania workers, this fee is waived.
Card Replacement Expedited Delivery	\$10.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Card Replacement Overnight Delivery	\$20.00	This is our fee for overnight delivery charged in addition to any Card Replacement fee.
Inactivity	\$2.00	This is our fee charged each month after you have not completed a transaction using your card for 365 consecutive days. For Connecticut, Illinois, and Pennsylvania workers, this fee will be waived for the first 12 months of inactivity (based on cardholder-initiated balance changing transactions). For Texas residents, this fee will not be charged after one year of inactivity. For Minnesota, New York and Montana workers this fee is waived. For Hawaii workers, accounts with a balance of \$0.00 and no activity for more than 6 months may be closed.
Other Third-Party Fees	Varies by provider	Some third-party service providers like person-to-person payment services or mobile wallet providers may charge you a fee for using your card to make payments.

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](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Cardholder Services by calling **1-877-474-0010**, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit [usbankfocus.com](https://www.usbankfocus.com).

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

Important information: Fee waivers for workers of a particular state are applied based on information from the sponsoring employer regarding your state of employment.

U.S. Bank Focus Card

Enrollment Form

To receive your payments on a U.S. Bank Focus Card, fill out this form and return it to Tempus Unlimited. Your card will be mailed to the address provided in 7-10 business days.



First Name:

Last Name:

Address:

City:

State:

ZIP Code:

Phone Number¹:

Social Security Number:

Date of Birth:

Email Address²:

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 will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I hereby authorize Tempus Unlimited to initiate credit entries (deposits) and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my Focus Card. This authorization will remain in effect until cancelled by me with written notification to Tempus Unlimited.

I acknowledge receipt of the Pre-Acquisition Disclosure and the Fee Schedule, as evidenced by my signature below.

Signature:

Date:

Information below this line will be used by Tempus Unlimited only.

To assist Tempus Unlimited in processing your pay, please provide information about the individual to whom you provide Services (your "Participant"):

Participant Name:

**Participant
Address**

Street:

Participant No.:

Apt/Suite:

City:

State:

Zip:

¹By 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. ²An email address is required for all requests. We use email to communicate information about your request. Confidential, personal or financial information will never be sent or requested in an email from U.S. Bank.

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.



U.S. Bank Focus Card Pre-Acquisition Disclosure
Program Number: 87265213

You have options as to how you receive your payments,
including direct deposit to your bank account or this prepaid card.
Ask your employer for available options and select your option.

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	\$0 in-network \$2.00 out-of-network	\$5.95*
ATM Balance Inquiry (in-network or out-of-network)			\$0 or \$1.00
Customer Service (automated or live agent)			\$0 per call
Inactivity (after 90 days with no transactions)			\$2.00* per month

We charge 4 other types of fees.

*This fee can be lower or charged differently depending on how and where this card is used and your state of employment or residence.

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 **1-877-474-0010** or visit **usbankfocus.com**.

U.S. Bank Focus Card Fee Schedule

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All fees	Amount	Details
Add money		
Check Reload	5% or \$5.00 min.	This is not our fee and is subject to change. Fee of up to 5% of check value may apply when cashing a check to load your card at Ingo Money. Money in Minutes - 2% (pre-printed payroll or gov't checks) or 5% (all other checks), minimum \$5.00. Money in 10 Days - no fee. Fee is deducted from check value. Go to ingomoney.com for more information.
Cash Reload – Visa Readylink	Varies by retailer	Third party fee may apply when reloading your card at a Visa Readylink network. Fee is paid to third party at the time of reload. Go to usa.visa.com/pay-with-visa/cards/services-locator.html for locations.
Cash Reload - GreenDot®	\$5.95	This is not our fee and is subject to change. Fee of up to \$5.95 may apply when reloading your card at GreenDot. Fee is paid to third party at the time of reload. Go to greendot.com for more information.
Get cash		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. “In-network” refers to the U.S. Bank or MoneyPass® or Allpoint® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html or allpointnetwork.com .
ATM Withdrawal (out-of-network)	\$2.00	This is our fee per withdrawal. “Out-of-network” refers to all the ATMs outside of the U.S. Bank or MoneyPass or Allpoint 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®.
Information		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. “In-network” refers to the U.S. Bank or MoneyPass or Allpoint ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html or allpointnetwork.com .
ATM Balance Inquiry (out-of-network)	\$1.00	This is our fee per inquiry. “Out-of-network” refers to all the ATMs outside of the U.S. Bank or MoneyPass or Allpoint ATM networks. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some 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. For Connecticut, Illinois, New York, and Pennsylvania workers, all international purchase fees are waived.
International ATM Withdrawal	\$3.00	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
International ATM Balance Inquiry	\$1.00	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
Other		

Card Replacement	\$5.00	This is our fee per replacement of your card, whether mailed to you with standard delivery (up to 10 business days) or provided to you by your employer/sponsor. 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. For Connecticut, Hawaii and Pennsylvania workers, this fee is waived.
Card Replacement Expedited Delivery	\$10.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Card Replacement Overnight Delivery	\$20.00	This is our fee for overnight delivery charged in addition to any Card Replacement fee.
Inactivity	\$2.00	This is our fee charged each month after you have not completed a transaction using your card for 90 consecutive days. For Connecticut, Illinois, and Pennsylvania workers, this fee will be waived for the first 12 months of inactivity (based on cardholder-initiated balance changing transactions). For Texas residents, this fee will not be charged after one year of inactivity. For Minnesota, New York and Montana workers this fee is waived. For Hawaii workers, accounts with a balance of \$0.00 and no activity for more than 6 months may be closed.
Other Third Party Fees	Varies by provider	Some third-party service providers like person-to-person payment services or mobile wallet providers may charge you a fee for using your card to make payments.

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](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

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Important information: Fee waivers for workers of a particular state are applied based on information from the sponsoring employer regarding your state of employment.

State-Specific Pre-Enrollment Disclosure

The following is important information about the U.S. Bank Focus Card program offered by your employer to you. If you are employed in **Connecticut, Hawaii, Illinois, Minnesota, New Hampshire, New York, Pennsylvania, or Vermont**, the following disclosures are applicable. Additionally, please review the U.S. Bank Focus Cardholder Agreement and Fee Schedule provided with this document for a complete list of terms and fees associated with the card.

Payroll Options. You have several options for receiving your pay, including the Focus Card direct deposit to another account, or a check. Use of the Focus Card is voluntary. You are not required to accept your wages on the Focus Card. You may change the method by which you receive your pay at any time. Please see your employer for details.

Access to Your Wages at No Charge. You own wages and other funds loaded to your payroll card. There are several ways to access your pay loaded to the Focus Card without incurring fees. Domestic withdrawals at any in-network ATM, as indicated on your Fee Schedule, are always at no cost. In addition, there is no cost for domestic teller assisted cash withdrawals of up to your full net wages at any bank that is a member of the network indicated on the front of your card (either Visa® or Mastercard®). You also may use your card to make purchases and pay bills wherever Visa or Mastercard cards are accepted, and many merchants provide cash back with purchases without fees. Foreign transactions may carry fees. Please note, there are transaction limits (including limits on withdrawals) on the Focus Card which protect you from potential fraud. In the event your balance exceeds the daily withdrawal limits and you would like to withdraw all your funds, please contact Cardholder Services at 877-474-0010.

Fees. The Focus Card offers many transactions and services at no cost. There are no fees for enrolling and participating in the program, receiving and activating your first payroll card or accessing your wages as specified above. *Some transactions, services and methods of cash access may have fees.* The Fee Schedule provided to you together with this disclosure contains a list of all fees that may be incurred when using your card. Please retain the Fee Schedule so you can refer to it. You may not be charged any fees by the card issuer other than those listed on the Fee Schedule. Your employer may not charge you fees for the payroll card. *Third-parties, like ATM operators and mobile carriers, may charge you additional fees when you use their services.*

How to Access Your Account Balance. You can access your account balance online at www.usbankfocus.com or by calling Cardholder Services at 877-474-0010. You can use these services 24 hours a day, 7 days a week without cost. You also can sign up to receive email or text alerts with information about your account balance. Log into www.usbankfocus.com and select the "ALERTS" option to sign up for these services.

How to Access Transaction Histories. You may view a 12-month history of your payroll card transactions electronically at www.usbankfocus.com. You also may request a 24-month written history, or elect to receive monthly written transaction histories, at no cost, by calling 877-474-0010 or writing us at Focus Card Services, P.O. Box 9127, Minneapolis, MN 55480.

Closing Your Payroll Card Account. You may close your payroll card account by calling Cardholder Services at 877-474-0010. When you close your account, you may request the remaining balance in the Focus Card account be paid to you by check. You will not be charged a fee for closing the account or receiving your balance by check. However, you will be responsible for applicable fees associated with transactions you authorized prior to closing the account.

Link to Credit. There are no overdraft fees associated with the Focus Card, and the card cannot be linked to any type of credit.

Replacement Card Prior to Expiration Date. U.S. Bank will send you a replacement card at no cost before the expiration date listed on your card. Funds loaded to your card do not expire.

Additional Disclosures Required for Minnesota Employees

Consent. You should receive a copy of the signed written consent from your employer, and the consent must include the terms and conditions of the payroll card account option.

Language Requirements. If your employer offers a payroll card to you using materials in a language other than English, all disclosures, written consent, and payroll card account agreements must be in that other language.

Change in Payment Option. You may request to be paid using another method allowed by law, using a form your employer must provide you. Your employer must begin payment using the new method within 14 days of receiving your request.

Personal Information. Unless you consent in writing, information generated by your possession or use of the Focus Card or card account may only be used to process transactions and administer the card and card account.

Additional Disclosures Required for New Hampshire Employees

Consent. The written consent must include the terms and conditions of the payroll card account option.

Change in Terms. Your employer must provide written notice of any changes to the terms and conditions of the payroll card, including the itemized list of fees, and obtain written assent from you to continue paying your wages to the payroll card after the change. Your employer is responsible for any increase in fees charged to you before written notice of the change is provided to you.

The Focus Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. or Mastercard International Incorporated. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.

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 employer 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 877-474-0010 (we accept relay calls) or online at 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 a ChekToday Convenience Check; and
- E. 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

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

- 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.
- B. *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 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.

- i. **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.
- ii. **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.
- iii. **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--\$250,000 per load, 100 loads per day, not more than \$250,000 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

- C. Funds Availability for ACH Loads.** Funds loaded to your card by ACH, also known as direct deposit, are generally available for use on the Business Day funds from your payor are received by us. In our sole discretion, for certain recurring ACH loads, we may make funds available for your use up to two days before we receive the funds from your payor. When funds are made available early, they will be reflected in your account's available balance. Whether we make funds available early depends on (1) when we receive the payor's payment instructions, (2) any limitations we set on the amount of early availability, and (3) standard fraud prevention screening. The criteria we use for making funds available early is determined at our sole discretion, based on confidential criteria necessary for maintaining the security of your account and our payment services, and is subject to change without notice. Not all ACH loads are eligible for early availability. Loads received through other types of transactions, like check reloads or from person-to-person payments services, and other online transfers are not eligible for early availability. We do not guarantee that any particular ACH load will be made available before the date scheduled by the payor, and early availability of funds may vary between loads from the same payor. If we make funds available early and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by the us, you understand and agree that we may debit your account up to the amount of the deposit that was previously made available – even if you have already withdrawn the funds or it creates a negative balance on your account. In this instance, you are responsible for any fees assessed – including those charged by merchants or third parties – as a result of the negative balance. Early crediting of ACH loads is offered at our discretion, and we reserve the right to cancel the service at any time and without notice to you.

4. Transfers.

- A. Card to Card.** 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 or call Cardholder Services at 877-474-0010 to 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 per transfer, 2 times per day, not more than \$5,000 per day

Maximum Transfer Amount to another Card--\$10,000, 2 times per day, not more than

\$20,000 per day

Transfers to your Card also count toward the Maximum Daily Credit limit shown in Transaction Limits. Transfers from your Card count toward the Maximum Daily Debits limit.

- B. External Transfer Service.** You may be required to accept the terms in this section electronically at the time you initiate use of this service. The provisions of subsection B(i) apply only if you accept these terms electronically. By completing set-up of an External Card Account for External Transfers or conducting an External Transfer, you agree your use of the External Funds Transfer Service (the "Service") will be governed by the terms and conditions below (the "External Transfer Disclosures"), which are incorporated into your Cardholder Agreement by reference, and by your Cardholder Agreement. All capitalized terms have the same meaning given in your Cardholder Agreement unless specifically defined here.

- (i) **Acceptance of electronic disclosures.** By completing set-up of an external card account for External Transfers or conducting an External Transfer, you agree to accept External Transfer Disclosures electronically.
- a. **Scope of Communications to Be Provided in Electronic Form.** Your consent to electronic disclosures applies only to the External Transfer Disclosures and not to any other disclosures we are required to provide to you in writing.
 - b. **Method of Providing Communications to You.** The External Transfer Disclosures are viewed during your use of the Service and are available in the Cardholder Agreement also available on the cardholder website.
 - c. **How to Withdraw Consent.** To withdraw your consent to receiving this disclosure electronically, do NOT proceed with the set up of an external card account or an External Transfer.
 - d. **Technical Requirements.** To receive this disclosure, use an Internet browser that supports Mozilla Firefox, Google Chrome, Microsoft Edge, and Apple Safari (For Mac). Your access to this page verifies that your browser and encryption software/device meet these requirements.
 - e. **Requesting Paper Copies.** You may receive a copy of this disclosure in writing by contacting Cardholder Services or requesting a copy of your Cardholder Agreement.
 - f. **Federal Law.** You acknowledge and agree that your consent to electronic receipt of this disclosure is being provided in connection with a transaction affecting interstate commerce that is subject to federal Electronic Signatures in the Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
 - g. **Termination/Changes.** We reserve the right, at our sole discretion, to discontinue the electronic provision of this disclosure.
- (ii) **Use of External Transfers.** Your use of External Transfers is subject to this External Transfers Disclosure and your Cardholder Agreement, which includes limitations on the transactions that you may conduct. External Transfers cannot be used to load or transfer funds into your Card Account.
- (iii) **External Accounts.** The account to which you transfer funds using External Transfers is the "External Card Account."
- a. You must set-up an External Card Account using the cardholder website before you may conduct External Transfers. The External Account must be associated with a debit card to be eligible for set-up. However, not all accounts are eligible, and eligibility may be impacted by account features set by the provider of your External Card Account. Only two (2) External Card Accounts may be set-up for use at any one time.
 - b. You are responsible for providing accurate account information for the External Card Account. Inaccurate account data may cause External Card Account set-up to fail or External Transfers to be misdirected. We are not responsible for misdirected transfers if we follow your instructions.
- (iv) **External Transfers.** You may use the External Transfer service only to initiate one-time payments.
- a. You are responsible for providing accurate account information for the External Card Account and confirming the transfer amount. Review payment instructions carefully before initiating a transfer. We are not responsible for errors in transfer amount or duplication of transfers by you if we follow your instructions.
 - b. You may only use available funds for an External Transfer to an External Card Account. When you submit an External Transfer, you authorize us to debit your Card Account immediately in the amount of the transfer plus any applicable fees. Generally, you will not be permitted to submit an External Transfer request for more money than your available balance. In the event a transfer not supported by available funds is accepted, and funds are not available at the time the transfer is processed, the transfer will fail.
 - c. We may delay or refuse an External Transfer in certain situations, which may include: if we need to confirm that you have authorized the transfer, if other transactions to or from your Card Account have been subject to reversal, if you have made recent changes to your contact information, or if the transfer exceeds transaction limitations for your Card Account. If we refuse a transfer, we will return the funds associated with the transfer to you unless we are legally obligated to take other action.
 - d. Generally, transfers will be processed when submitted. **You do not have the right to cancel an External Transfer after it is submitted by you.** Availability of funds in the External Account may vary based on the terms of that account. Contact the provider of your External Account for information on their funds availability practices.
 - e. Processed External Transfers will be reflected on your transaction history. Always review your transaction history carefully and report any errors to us immediately.
- (v) **Transaction Limitations.** Refer to the transaction limits table ("Transaction Limits") below your Fee Schedule for transaction limits. External Transfers are subject to the withdrawal limits disclosed there, as well as limits described here. You may make up to 3 transfers and transfer up to \$1,000.00 per day using External Transfers. These daily limits are measured over a rolling 24-hour period. We may limit your ability to add External Accounts or conduct External Transfers after changes to your contact information or login credentials.
- (vi) **Our Liability.** We are responsible for errors caused by our failure to process an External Transfer according to your properly transmitted instructions unless we have reasonably delayed or rejected the transaction in accordance with this Agreement. We are not responsible for any costs, late fees, or other damages incurred if the External Transfer

is delayed. We are not responsible for misdirected transfers or errors in payment instructions you give to us if we follow your instructions. 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 of your Agreement.

(vii) **Cancellation of Service.** We may cancel the External Transfer at any time in our sole discretion by notice in accordance with applicable law. You may cancel use of the External Transfer Service by deleting your External Accounts.

- C. Savings.** You may use the Savings Feature with your Card. Use of Savings is governed by the Terms and Conditions for Savings. Funds transferred to your Card from Savings are available the same business day the transfer is completed.

5. ChekToday Convenience Checks. If available for your program, you may request and use a ChekToday Convenience Check (“Check”) to access the funds in your Account. Visit www.usbankfocus.com or call Cardholder Services at 877-474-0010 to confirm availability of this service. Use of this service is limited to Checks payable to you for the full balance of your Account. Checks may not be endorsed to a third party or authorized for payment to a third party. Checks are not valid unless they are authorized. Checks that are not authorized will be rejected and returned unpaid. Once a Check is authorized, funds to pay the Check will be placed on hold. To place a stop payment on a Check or for further information about how to authorize a Check, contact Cardholder Services at 877-474-0010.

6. 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.

7. 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 877-474-0010 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.

8. 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.

9. 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.

10. 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.

11. Using Your Card in a Foreign Country. You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/ or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars

according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above). We may assess a foreign fee, calculated as a percentage of your transaction amount. The percentage, if any, is listed on the Fee Schedule. We may assess the foreign fee on all foreign transactions, even in transactions that do not require currency to be converted.

12. 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.

13. 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 877-474-0010 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.

CARD FEES AND TRANSACTION LIMITS

14. 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.** There are several ways to access the funds in your Account without incurring fees. In-network domestic ATM withdrawals are always free. In addition, domestic teller assisted cash withdrawals of up to your full net wages are free at any bank that is a member of the Visa network. You also may use your Card to make purchases and pay bills wherever Visa prepaid cards are accepted, and many merchants provide cash back with purchases without fees.
- D.** 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.
- E.** 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 877-474-0010 or you may view them online at www.usbankfocus.com.

HOW TO OBTAIN ACCOUNT INFORMATION

15. 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, in the Mobile App or by calling us at 877-474-0010 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, accessing the Mobile App, or calling 877-474-0010. You can access a 12-month history of Account transactions online at 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, recurring monthly paper statements and/or a single-month paper statement by visiting www.usbankfocus.com, calling 877-474-0010, 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.

16. 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 877-474-0010, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

17. Mobile Alerts. You may enroll to receive or manage electronic notifications (“Alerts”) relating to your Account online at www.usbankfocus.com, via the Mobile App, or by calling 877-474-0010. 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

18. 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 877-474-0010 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.

19 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 877-474-0010 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.

20. Your Right to Dispute Errors

- A. In case of errors or questions about your Card, call 877-474-0010 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 877-474-0010 or writing us at Focus Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- B. You will need to tell us:
 - (i) Your name and your Card number;
 - (ii) The dollar amount of the suspected error;
 - (iii) Approximately when the error took place; and
 - (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.

21. 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.

OTHER IMPORTANT TERMS

22. 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 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. The terms, conditions and fees associated with your Account do not automatically change when your employment with

the Sponsor ends.

- C. 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.
- D. From time to time, we may monitor telephone calls you make to us or our agents.

23. 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.

24. 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.

25. Role of Your Sponsor and Funder

- A. Your Sponsor is responsible for providing information to you about your payment options and may be required to provide additional information about the Account or your payment options under applicable law. Your Sponsor is also responsible for providing us information about you to open your Account, which may include your name, date of birth, physical address, and/or state of employment. 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.

26. 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.

27. RESOLUTION OF DISPUTES BY ARBITRATION

The terms in this section 27 apply to all Cardholders that received a U.S. Bank Focus Cardholder Agreement with the reference number 05870-30-101 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 05870-30-44 shown below in Section 28.

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 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 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.

28. Arbitration Provisions

The terms in this section 28 apply to all Cardholders that received a U.S. Bank Focus Cardholder Agreement with the reference number 05870-30-44 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 27 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 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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