

## Kroger Visa® Prepaid Debit Card with 1-2-3 REWARDS® Cardholder Agreement

This Kroger Visa® Prepaid Debit Card with 1-2-3 REWARDS® Cardholder Agreement (“Agreement”) sets forth the terms and conditions of your Kroger Visa Prepaid Debit Card, which includes both the temporary Visa Prepaid Debit Card that you purchased at a Kroger Family of Stores location (“Temporary Card”), as well as the personalized version of your Visa Prepaid Debit Card (“Personalized Card”). Please read this Agreement carefully and keep it for your records. Your Temporary Card and/or Personalized Card (collectively “Card”) are national bank products issued by U.S. Bank National Association being sold by its authorized sales agents, The Kroger Co. at Kroger Family of Stores locations as set forth in Section 30. In this Agreement, the words “you” and “your” mean the individual who purchased a Temporary Card or to whom we issue a Personalized Card. “We,” “us” and “our” mean U.S. Bank National Association, the issuer of the Visa Prepaid Debit Card and our successor, affiliates and assigns. “Our Mail Address” means PO Box 7239, Sioux Falls, South Dakota, 57117-7239. The 1-2-3 REWARDS® program (the “Rewards Program”) is a benefit of the Card and is provided by The Kroger Co. The Card, including the 1-2-3 REWARDS® Program features described in this Agreement, are sometimes referred to herein as the “Card Program.” A “transaction” means any use of the Card to make a purchase, pay a bill online, redeem rewards, transfer funds, obtain cash, load, or reload. For purposes of this Agreement, the term “Inactive” means that there have been no transactions on the Card as defined herein. THIS IS NOT A GIFT CARD. The laws of the state of Ohio govern interpretation of this Agreement without regard to its choice of law provisions that may cause the law of another state to apply. We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. This Agreement contains an Arbitration Provision (including a class action arbitration waiver). It is important that you read the entire Arbitration Provision section carefully.

**1. Your Agreement.** By activating, using, or allowing another person to use the Temporary Card or your Personalized Card, you agree that you are at least 18 years of age and agree to the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use your Card, save your receipt, and cancel the Card by calling us toll-free at 1-866-265-8419. Upon cancellation of your unused and un-activated Card, we will refund the value on the Card by check and not deduct any fees.

**2. Description of Your Card.** The Card is a prepaid card useable wherever Visa prepaid debit cards are accepted. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT an interest-bearing bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. The funds you have loaded on your Temporary Card are not insured for your benefit by the Federal Deposit Insurance Corporation (“FDIC”) or any state or federal agency; however, the funds loaded onto your Personalized Card are insured for your benefit by the FDIC as set forth herein. You will not receive any interest on your funds on the Card. With the Personalized Card, you can withdraw cash from certain eligible ATMs (no ATM cash withdrawals permitted on a Temporary Card). Visit [www.KPFprepaid.com](http://www.KPFprepaid.com) for participating ATM networks. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are required to notify us promptly if the Card is lost or stolen.

**3. Activating Your Temporary Card.** The one-time load to a Temporary Card may be made only at a participating Kroger Family of Stores location in a minimum amount of \$10, and a maximum of \$500. A Temporary Card is non-reloadable. You must activate the Temporary Card either by calling us toll-free at 1-866-265-8419 or by going online to [www.KPFprepaid.com](http://www.KPFprepaid.com). You must have your Temporary Card with you when you call to activate. A monthly Inactivity fee of \$2 will be assessed on your Temporary Card if your Card is Inactive for 12 months or more. Activity on your Temporary Card will stop this fee, and this fee will not be assessed once your Temporary Card balance equals \$0.00. If you have not activated your Temporary Card or have not used all funds on the Card by the “valid thru” date printed on the Card, please contact us toll-free at 1-866-265-8419 for further instructions. After you activate your Temporary Card, you should register for your Personalized Card as set forth in Section 4. If your registration for a Personalized Card cannot be accepted, you will be notified immediately and, unless otherwise required by law, your Temporary Card will remain active until the funds have been exhausted, or we cancel or suspend your Temporary Card pursuant to this Agreement.

**Registering Your Temporary Card for Online Transactions.** Prior to using the Temporary Card for online transactions, you must register it by going online to [www.KPFprepaid.com](http://www.KPFprepaid.com) or by calling 1-866-265-8419. You must have your Temporary Card when you call to register. We may refuse to register your Temporary Card in our sole discretion.

**4. Registering for Your Personalized Card.** Call us toll-free at 1-866-265-8419 or visit [www.KPFprepaid.com](http://www.KPFprepaid.com) to register for your Personalized Card. To properly validate your identity and confirm that you are at least 18 years of age, you will be asked to provide you:

- Name
- Physical address
- Date of birth
- Telephone number and
- Social Security number

You will be notified immediately if we are unable to confirm your identity. If we are unable to confirm your identity, we cannot issue you a Personalized Card. Only one Personalized Card will be issued to a customer.

**Why We Ask for Your Personal Information:** 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.

**5. Activating Your Personalized Card.** When you receive your Personalized Card in the mail, you will need to activate it by calling us toll-free at 1-866-265-8419. Once you activate your Personalized Card, you will be required to choose a Personal Identification Number (“PIN”). Make sure only you know your PIN and do not write your PIN on your Card or tell anyone else your PIN. The amount remaining on the Temporary Card will then be transferred automatically to your Personalized Card, and you will no longer be able to use the Temporary Card. The Card may have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card account is in good standing and you have available funds on the Card, we will issue you a new Personalized Card upon expiration.

**6. Reloading Your Personalized Card.** You may reload additional funds onto your Personalized Card after it is successfully activated either by telephone or at our website:

- With cash (not cards or checks) at any participating Kroger Family of Stores location in the United States by purchasing a ReCharge Card™ at the checkout register (\$1,000 maximum daily limit);
- By a transfer from another Personalized Card (\$1,500 maximum daily limit); or
- By Direct Deposit from your employer of your salary or wages (\$1,500 maximum daily limit).

You may reload your Personalized Card by any of these methods, subject to the limits set forth herein, only up to the combined maximum daily amount of \$1,500. The maximum amount you can load in a thirty (30) day period is \$6,000. At no time may your Card balance exceed \$3,000.

**ReCharge Card.** The ReCharge Card is a national bank product issued by U.S. Bank National Association and may be purchased at participating Kroger Family of Stores locations. It is NOT a bank deposit account, debit card or a charge card. The funds you have loaded on your ReCharge Card are not FDIC insured. The ReCharge Card can only be used by you to reload your Personalized Card and has no other transaction capabilities. The ReCharge Card has no expiration date, however, any funds that you have not transferred from a ReCharge Card to your Personalized Card will be assessed a \$2 monthly Inactivity fee against such untransferred balance on the ReCharge Card following 12 months of inactivity on your ReCharge Card. You must load the entire balance on a ReCharge Card to your Personalized Card at one time. For directions to reload your Personalized Card with a ReCharge Card, visit [www.KPFprepaid.com](http://www.KPFprepaid.com) or call us at 1-866-265-8419.

**ReCharge Card Reload Limits.** The minimum reload using a ReCharge Card is \$10 and the maximum reload limit is \$1,000 each day. In no event may the balance of any Personalized Card exceed \$3,000. Excluding Direct Deposits (as such term is defined below), a reload fee may apply for each reload. We may increase or decrease these limits in our sole discretion. Any reload or Direct Deposit transaction that exceeds the Card maximum will be rejected. We reserve the right to accept or reject any request to reload value to the Card at our sole discretion. The Card may only be reloaded by the Cardholder or by a person the Cardholder authorizes to make a Direct Deposit. No unauthorized user may reload funds to the Card.

**Card-to-Card Transfers.** You may transfer available funds on your Personalized Card to another Personalized Card by visiting our website at [www.KPFprepaid.com](http://www.KPFprepaid.com) or calling us at 1-866-265-8419. The maximum amount you can transfer is \$500 per transaction. The maximum daily card-to-card transfer limit is \$1,500 per day. The maximum amount you can send in a thirty (30) day period is \$6,000. Money that is sent from another Personalized Card to your Personalized Card is automatically credited to your Card provided that such amount would not cause your Card to exceed your balance limit. Funds transferred from a Card-to-Card transfer will be available as soon as you have successfully completed the transfer transaction.

**7. Reloading Through Direct Deposit.** You may add funds to the Card by authorizing an electronic deposit to your Personalized Card from your employer, or company you authorize to deposit funds to the Card (“Direct Deposit”). To activate Direct Deposit, visit [www.KPFprepaid.com](http://www.KPFprepaid.com) to print a Direct Deposit enrollment form. You must provide this completed form to your employer or other authorized company. If your employer does not offer Direct Deposit, you will not be able to add funds via Direct Deposit. We have no obligation or liability to you if your employer or company authorized to deposit funds to your Card delays in providing or fails to provide funds to your Card.

**Direct Deposit Reload Limits.** The minimum reload using a Direct Deposit is \$10 and the maximum reload limit is \$1,500 per day.

Your employer, or any other company authorized to deposit funds to the Card, may impose certain fees for such ACH transfers to the Card. We do not control and are not responsible for such fees or charges. We reserve the right to impose a reasonable hold period before crediting the Card on Direct Deposits to the Card where permitted by applicable law. To confirm that a transfer has been made, visit [www.KPFprepaid.com](http://www.KPFprepaid.com) or call 1-866-265-8419. If a Direct Deposit that you used to add funds to the Card is revoked, reversed or charged back, you agree that we may recover the amount of the revocation, reversal or charge-back by reducing the Card balance for the amount of the revocation or charge-back and any fees incurred by us. Further, we reserve the right to terminate the Card in the event excessive returned Direct Deposit items are processed. To cancel Direct Deposits to your Personalized Card, you must contact your employer or other authorized company.

**8. When Value on Your Card Is Available.** Our policy is to make value that you load to your Temporary Card at the time of purchase available for you to use immediately after you activate the Card by calling us toll-free at 1-866-265-8419 or online at [www.KPFprepaid.com](http://www.KPFprepaid.com). In addition, our policy is to make value transferred from a ReCharge Card™ to a Personalized Card available for you to use immediately

after you call our customer service line at 1-866-265-8419 or visit us online at [www.KPFprepaid.com](http://www.KPFprepaid.com) to activate your reload transaction. Direct Deposits added to your Personalized Card are available on the business day when final collected funds are received by us unless a longer time is permitted by applicable law. Funds transferred from a Card-to-Card transfer will be available as soon as you have successfully completed the transfer transaction.

**9. Use of Your Card. You may use your Card for the following transactions:**

- To make purchases everywhere Visa prepaid debit cards are accepted worldwide (merchants without a swipe terminal cannot honor your Temporary Card). Your Personalized Card may be used to make purchases and to obtain cash back when you make a purchase at any of the participating Kroger Family of Stores or other merchants that accept Visa prepaid debit cards (though some merchants may not provide cash back).
- To transfer funds to another Cardholder's Personalized Card.
- To receive money over the counter at a financial institution that accepts Visa debit cards.
- Your Personalized Card may be used to obtain cash from participating ATMs that accept Visa prepaid debit cards. To make an ATM withdrawal, you must use your Personalized Card and PIN. Temporary Cards are not permitted to conduct an ATM transaction.
- Your Personalized Card may be used to obtain cash from participating ATMs that accept Visa prepaid debit cards. To make an ATM withdrawal you must use your Personalized Card and PIN. Temporary Cards are not permitted to conduct an ATM transaction.
- An ATM owner or operator may impose a surcharge for your use of the ATM. We are not responsible for such fee. The amount of the surcharge should be disclosed at the ATM. Any such surcharge will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM and the fees that apply in accordance with Section 16.
- Transaction Limits. You may not use your Personalized Card to transact more than:
  - \$400 per day in ATM cash withdrawals.
  - \$3,000 per day in signature-based purchase transactions.
  - \$400 per day in PIN-based transactions. This \$400 limit includes both the purchases that you make at a point of sale, as well as any cash back that you receive when making PIN-based transactions.
  - For security reasons, there may be additional limits on the amount, number or type of transactions you can make using the Card.
- We may not authorize a transaction using the Card if it exceeds the amount available on the Card.

When a purchase is made using the Card, the balance available on the Card is reduced by the amount of the purchase. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to ten (10) days and that amount of funds will not be available for your use until the hold is released. You do not have the right to stop payment on any purchase transaction originated by use of the Card. Some merchants may not accept split transactions, for example, paying part of the purchase with the card and the balance with another form of payment. Neither we, the Kroger Family of Stores, Visa, nor any processor are responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with the Card. YOU ARE RESPONSIBLE FOR RESOLVING ALL DISPUTES CONCERNING THE QUALITY OF GOODS OR SERVICES PURCHASED WITH THE MERCHANT THAT ACCEPTED THE CARD. REFUNDS AND RETURNS ARE SUBJECT TO THE MERCHANT'S POLICIES AND APPLICABLE LAWS. You have sole responsibility for any charges over and above the available value of the Card. You may not use the Card for any illegal transaction or Internet gambling transactions.

**10. Preauthorized Payments.** You may grant authority to a merchant to automatically originate debits to your Personalized Card, and if you have preauthorized such payments that occur at least once every 60 days, you may call us at 1-866-265-8419 to determine whether the transfer occurred. Also, if you have told us in advance to make such preauthorized payments using the Personalized Card, you can stop your authorization with respect to future payments if you have followed the terms and conditions of this Agreement. Here's how: Call us at 1-866-265-8419, or write us at Our Mail Address, in time for us to receive your request three business days or more before the next preauthorized payment is scheduled to be made. If you call, we may also require you to put your request in writing, to provide us with a copy of your notice to the payee revoking the payee's authority to originate debits to the Personalized Card, and get it to us within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Personalized Card. If these regular payments may vary in amount, the person you are going to pay should tell you the amount they intend to debit the Personalized Card at least 10 days before each payment is made and when it will be made. If you order us to stop one of the payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages. However, we are not responsible for the amount of any such preauthorized payments, and you must have sufficient funds available on the Personalized Card to allow us to deduct the amount of such payments and the fees associated therewith.

If you intend to use the Personalized Card for recurring transactions or preauthorized payments, you should monitor the Personalized Card balance to make sure it is sufficient to cover the transactions. Because your Personalized Card is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Personalized Card does not have enough value when the recurring transaction is submitted. We are not responsible for any authorized, recurring transaction that we receive from a merchant, and we are not responsible for the cancellation of any merchant services or any fees that you incur as a result of a preauthorized or recurring transaction for which the Personalized Card has an insufficient balance to pay for the transaction when it is scheduled to occur.

**11. Email and Text Message Alerts.** You can sign up for Email or cell phone Text Message Alerts (each, an "Alert") to an email address or a domestic cell phone number on your Personalized Card by calling us at 1-866-265-8419 or visiting us online at [www.KPFprepaid.com](http://www.KPFprepaid.com) for details and to add this service. There is no charge from us for an Alert. You may also send us text messages and receive up to five free Text Message Balance Inquiries per calendar month, after which fees will apply. Standard text messaging rates from your phone service provider may apply if you sign up for this service. Thus, receiving a Text Message from us will cost you the same as receiving any other text message and we are not responsible, and you agree to indemnify and hold us harmless for any charges that you receive from your phone service provider. Email and Text Message Alert services are only available on the Personalized Card. You agree to notify us of changes to your electronic addresses to ensure continued delivery of Alerts, and you may delete or change the status of your Alerts. We reserve the right to change the frequency or timing of Alerts from time to time.

You are responsible for and must provide all telephone and other equipment, software and services necessary to receive Alerts. You also acknowledge that Alerts will not be encrypted, and you agree to receive Alerts that may include confidential information pertaining to you and your account(s).

Alerts are not intended to replace any other communications we may provide to you regarding your account(s). You understand and agree that receipt of each Alert may be delayed or prevented by factors affecting your Internet service provider(s), phone operator(s) and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. We and our affiliates neither guarantee the delivery nor the accuracy of the contents of any Alert. We and our affiliates will not be liable for losses or damages arising from (a) nondelivery, delayed delivery or misdelivery of an Alert; (b) inaccurate content in an Alert; or (c) your use or reliance on the content of any Alert for any purchases or any other reason.

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or equipment used to deliver Alerts, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort, or any other theory of liability, arising in any way out of the enrollment in or use of Alerts or of the Internet access provider used to access the Service or of the equipment used to access the Service, including, without limitation, any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to the communication between us, even if we or the Service Providers are aware of the possibility of such events

**12. Collection of Negative Balances.** In addition to the limits set forth in above, the balance of prepaid funds available on the Card limits your use of the Card for purchases. Therefore, you may complete transactions only up to the available balance on the Card, and you should expect that any transaction in an amount that exceeds your available Card balance will be rejected. In the event of a completed transaction or Card use fee that results in a negative balance on the Card, you acknowledge and agree that we may collect the amount of the negative balance, plus any applicable fees, and you agree to promptly repay the negative balance. If you fail to do so, we shall have the right to initiate collection proceedings against you in compliance with applicable law. Any amounts owed by you may be deducted from the Card balance immediately upon your next Card reload.

**13. Your Responsibilities.** In addition to your responsibilities outlined elsewhere in this Agreement, you are responsible for the following:

- You must maintain value on the Card to pay for each transaction and all applicable fees. If you attempt a transaction for more than the value available on the Card, the transaction may be declined.
- You agree that we may deduct the amount of your transactions and applicable fees, and any other amounts you owe us in connection with any Temporary Card or Personalized Card, directly from the balance of the Card.
- You must pay us immediately on demand if, for any reason, the Card does not have a sufficient balance to cover the amount of a transaction and any amounts owed to us.
- You will not authorize anyone else to use the Card, or transfer the Card to anyone. You are not permitted to resell the Card.
- You will not use the Card in an illegal reload or purchase transaction or Internet gambling transaction.
- You will use your Card and PIN, as well as any ATM, only as instructed.
- You will take reasonable steps to protect the security and confidentiality of the PIN you select for the Card. Your PIN number should never be shared with anyone.

- You will notify us right away if you believe the Card or PIN has been lost or stolen or that someone has used or may use the Card or PIN without your permission. You can notify us by calling 1-866-265-8419 or writing to us at Our Mail Address.
- You agree to cooperate with us in our investigation of any possible unauthorized use, loss or theft of the Card.

**Our Right of Set-Off.** You agree that we are authorized at any time to set-off the funds stored on the Card against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you.

**14. Your Liability for Unauthorized Use of Your Temporary Card, Personalized Card or PIN.**

**Temporary Card.** Tell us AT ONCE if you believe your Temporary Card has been lost or stolen or has been subject to unauthorized use by calling us at 1-866-265-8419 24 hours a day, 7 days a week. You will be required to provide your name, your Temporary Card number, the original value and transaction history. You may be liable for all transactions that occur on your Temporary Card until you report it lost or stolen. You may also be liable for transactions that occur on your Temporary Card after you report your Temporary Card as lost or stolen unless (i) you sign the signature panel on the back of your Temporary Card in permanent ink, (ii) you promptly report all facts relating to the loss or theft of your Temporary Card, and (iii) if we ask for your cooperation in our investigation of your lost or stolen Temporary Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Temporary Card, you may request a replacement Temporary Card. If you request a replacement Temporary Card, you agree to pay the applicable fees set forth in Section 16. A replacement Temporary Card may take up to 30 days to process.

**Personalized Card or PIN.** Tell us AT ONCE if you believe your Personalized Card or PIN has been lost or stolen or if you believe an electronic funds 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 1-866-265-8419 or by writing us at Our Mail Address. If your Personalized Card or PIN is lost or stolen, we may close your Personalized Card to keep losses down. Your liability for an unauthorized electronic funds transfer or a series of related unauthorized transfers shall be determined as follows:

- Timely notice given.* If you notify us within two business days after learning of the loss or theft of the Personalized Card or PIN, your liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to us.
- Timely notice not given.* If you fail to notify us within two business days after learning of the loss or theft of the Personalized Card or PIN, your liability shall not exceed the lesser of \$500 or the sum of:
  - \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and
  - The amount of unauthorized transfers that occur after the close of two business days and before notice to us, provided we establish that these transfers would not have occurred had you notified us within that two-day period.
- Periodic statement; timely notice not given.* You must report an unauthorized electronic funds transfer that appears on your Personalized Card statement within 60 days of our posting your statement online or sending the statement to you either by email or by U.S. Postal mail in order to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to us, and that we establish that the unauthorized transfers would not have occurred had you notified us within the 60-day period. You may also be liable for other amounts set forth in paragraphs (1) or (2) of this section, as applicable.
- Sharing the Personalized Card or your PIN.* If you share your PIN or your Personalized Card account number with another person, use of your Personalized Card account by that person may be considered as authorized by you.

**15. Issuance of Replacement Cards; Lost or Stolen Cards.** If your Temporary Card or Personalized Card is lost, stolen, or used improperly, contact us immediately, 24 hours a day, 7 days a week, by calling us toll-free at 1-866-265-8419. You will be asked to provide us with the applicable Card number and other identifying information including your purchase receipt. If you provide the requested identifying information and our records show that you have available funds on your lost or stolen Card, we will cancel the Card and refund such available funds to you by either sending a replacement card and deducting the applicable fee set forth in Section 16 or by sending you a refund check. The refund will not be made for 30 days after you report your Card lost or stolen to assure that all transactions have been processed properly. We reserve the right in our sole discretion, to determine whether to issue a replacement for your Card. If we decide not to issue a replacement for your Card after it has been reported as lost or stolen, we will issue a check for the unused prepaid value represented by your Card balance and send it to you by mail after thirty (30) days following the date on which the loss or theft of your Card was reported to us.

**16. Fees.** You agree to pay all fees associated with the Card. We will automatically deduct the applicable fees listed below from the Card balance. You hereby acknowledge and agree that these fees are subject to change by posting at our website or other notice to you and become effective on the later of 10 days after the date of the notice or the effective date specified in the notice unless you cancel your Card in accordance with Section 26. Please visit us at [www.KPFprepaid.com](http://www.KPFprepaid.com) for a current fee schedule. If you use your Card after notice is provided, you are agreeing to the change.

LIST OF FEES	Temporary Card	Personalized Card
Monthly Maintenance Fee	N/A	\$3.00
Cash Reloads	N/A	\$3.00
Direct Deposit	N/A	FREE
Cash Back at Point of Sale	N/A	FREE
ATM Withdrawal — MoneyPass branded ATMs	N/A	FREE
ATM Withdrawal — Other Domestic*	N/A	\$2.00
ATM Balance Inquiry — MoneyPass branded ATMs	N/A	FREE
ATM Balance Inquiry — Domestic*	N/A	\$1.00
ATM Withdrawal* — International†	N/A	\$2.50
ATM Balance Inquiry* — International†	N/A	\$1.00
Paper Statements (if requested)	N/A	\$1.00/mo.
Cancellation Fee and Check Close-out	N/A	FREE
Online Statements	FREE	FREE
Email or Text Message Alert**	N/A	FREE
PIN or Signature Transactions†	FREE	FREE
Live Agent Customer Service Calls	FREE	FREE
IVR	FREE	FREE
Monthly Inactivity Fee Beginning on the 13th Month Following 12 Consecutive Months Without a Transaction	\$2.00	N/A
2-Way Text Message Balance Inquiry**	N/A	\$.08
Lost or Stolen Card Reissue – Standard	\$4.95	\$4.95
Emergency Card Replacement††	\$20.00	\$20.00

\* When you use an ATM, you may be charged a fee by the ATM operator in addition to applicable fees set forth in this Section (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

† We may charge certain fees with respect to foreign transactions as set forth in Section 23.

\*\* There is no charge from us for an Email or Text Message Alert. However, standard text messaging rates from your phone service provider may apply if you sign up for this service, and you agree to indemnify and hold us harmless for any charges that you receive from your phone service provider. You may also send us text messages and receive up to five free Text Message Balance Inquiries per calendar month, after which fees will apply. Email and Text Message Alert services are only available on the Personalized Card.

†† You must call customer service to initiate an Emergency Card Replacement. Your new card will be delivered within 3-5 business days.

**17. Refunds and Merchant Disputes.** If you use the Card and are entitled to a refund from a merchant for any reason, you agree to accept a credit from the merchant to the Card, instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes about purchases you make using the Card with the merchant who honored the Card. Disputes with a merchant are subject to that merchant's policies and applicable law. We are not responsible for the delivery, quality, safety, or legality of goods or services that you purchase from others with the Card.

**18. Authorizations and Authorization Holds.** When you use the Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on the Card's funds for the amount indicated by the merchant. Some merchants may also add an additional amount to ensure that sufficient funds will be available to cover the final transaction (such as an estimated tip). If the amount of the authorization request exceeds the value on the Card, the transaction may be declined. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies, fuel centers and hotels, may cause an "authorization" or a "hold" on your available balance for a period ranging from three days (e.g., for fuel centers) to up to 90 days (e.g., for car rentals) depending on the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge the Card for the correct amount of the final transaction. We will release any excess amount when the transaction finally settles. Please note that we may not manually release authorizations without written instruction from the merchant that is acceptable to us. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

**19. Sharing Information About You.** We will disclose information to third parties about the Card or the transactions, loads and reloads you make:

- Where it is necessary for completing transactions, loads, or reloads;
- To The Kroger Co., for purposes of the Rewards Program;
- In order to verify the existence and condition of the Card for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us express permission; or
- As otherwise provided in the accompanying Privacy Policy Section of this document.

Please refer to our Privacy Policy that accompanies this Agreement. You hereby agree to our collection, use and sharing of information about you and the Card as provided in our Privacy Policy, which is made a part of this Agreement. This Privacy Policy also tells how you can (i) limit the ways we share, or (ii) request corrections to the information we maintain about you.

**20. Obtaining Card Information.** You may obtain information about the amount of value you have remaining on the Card by calling 1-866-265-8419. This information, along with at least a 60-day history of card transactions and reloads, is also available online at [www.KPFprepaid.com](http://www.KPFprepaid.com). You also have the right to obtain a 60-day written history of Card transactions and reloads by calling 1-866-265-8419, or by writing to us at Our Mail Address. You can make balance inquiries at participating ATMs, subject to applicable fees, or by calling us toll-free at 1-866-265-8419 or visiting us online at [www.KPFprepaid.com](http://www.KPFprepaid.com). You can get a receipt at the time you make any transaction or load with the Card at an ATM or point-of-sale terminal if it is functioning properly.

**21. Periodic Statements for Personalized Cards.** You may ask to receive periodic paper statements for your Personalized Card by calling us at 1-866-265-8419 or online at [www.KPFprepaid.com](http://www.KPFprepaid.com), and you will be charged for paper statements in accordance with Section 16 until paper statements are turned off by you. However, we reserve the right to stop sending regular periodic statements if your Personalized Card has been Inactive for at least 60 days.

**22. Our Liability with Respect to the Card.** If we do not complete a load or reload to, or transaction from the Card on time or in the correct amount according to the terms of this Agreement, we will be responsible for your losses or damages to the extent required by applicable federal law. However, there are some exceptions. We will not be liable, for instance: (a) if, through no fault of ours, you do not have enough money available on the Card to make the transaction; (b) if the ATM, bank or merchant where you are trying to obtain cash does not have enough cash; (c) if the system, ATM or POS terminal was not working properly and you knew about the breakdown before you started the transaction, load or reload; (d) if the failure was caused by an Act of God, fire or other catastrophe, or by an electrical or computer failure or if any other cause beyond our control shall prevent or delay the transaction, load or reload from being completed, despite reasonable precautions that we have taken; (e) if you attempt to use a Card that has not been properly activated; or (f) if the Card has been reported as lost or stolen, has been suspended by us or we have reason to believe a transaction was not authorized by you. There also may be other exceptions stated in this Agreement or provided by applicable law. In any case, we shall only be liable for actual proven damages if the failure to make the transaction, load or reload on time or in the correct amount resulted from an unintentional and bona fide error despite our procedures to avoid such errors. Neither we nor any other bank will be liable to you for failure to accept or honor your card.

**23. Foreign Transactions.** You may use your Card for retail purchases from foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or Visa logos. 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 transaction fees in this Section 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 charge is processed may differ from the rate in effect on the date of the transaction or posting to your Account. We may assess the foreign fee on all transactions in which the merchant is located in a country other than the United States, even in transactions that do not require currency to be converted.

If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the charge 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. If your transaction is processed through Visa, your foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a foreign fee of up to three percent (3%) multiplied by the resulting dollar amount. We may assess the fee of up to three percent (3%) on all transactions in which the merchant is located in a country other than the U.S., even in transactions that do not require currency to be converted. If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a foreign fee of up to two percent (2%) multiplied by the U.S. Dollar amount.

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. To the converted transaction we will add a foreign fee of up to three percent (3%) multiplied by the resulting dollar amount.

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.

**24. Error Resolution.** In case of errors or questions about your electronic transfers on the Card, call us at 1-866-265-8419, or write us at: Our Mail Address, Attn: Error Resolution Department as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 120 days after we FIRST posted online or delivered to you via email or U.S. Postal service the statement on which the problem or error appeared. You may request a written history of your transactions and reloads at any time by calling us at 1-866-265-8419 or writing us at Our Mail Address. Whether calling or writing you must:

- (a) tell us your name and Card number;
- (b) the date the transaction occurred;
- (c) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (d) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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 credit your Card 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 the Card.

For errors involving a new Card, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For a new Card, we may take up to 20 business days to credit the Card account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we issued a provisional credit to you and there was no error, the amount of that provisional credit will be subtracted from your Card.

**25. Termination; Expiration.** We may, at any time, suspend the Card and your ability to use the Card, for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, terminate a Card and your use of the Card. We will provide notice of termination where required by applicable law. The Card will expire on any expiration date on the Card unless prohibited by federal law. There is no expiration date on your Temporary Card. We reserve the right to terminate the Card after six months without a transaction if your Card balance is zero or less. Upon termination or expiration, we may stop accepting reloads to and/or transactions from the Card and we may decline to authorize a transaction with the Card. If we terminate the Card or it expires

and we do not provide a substitute or replacement card, upon your request we will return to you any value remaining on the Card unless we are prohibited by law from doing so. You remain responsible for any use of the Card even after the Card is terminated or expires. Upon terminating the Card, we will return any available balance on the Card, less any fees, service charges, claims, setoffs or other amounts you owe us, if applicable. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and of enforcing our rights under this Agreement.

**26. Cancellation.** If you want to cancel the Card, please call our customer service line at 1-866-265-8419. Upon cancellation of your Temporary Card, you must exhaust the funds on the Card until it has a zero balance (no cash refund is available). Upon cancellation of your Personalized Card, we will continue to honor transactions you have made up until your Card cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card, during which regular fees will apply. Cancellation of your Card will not affect any of our rights or your obligations arising under this Agreement before the Card was cancelled. You will forfeit all accrued, unpaid and unredeemed Kroger 1-2-3 REWARDS® Program points if the Card account is closed for any reason (other than as a result of a lost or stolen Card, in which case all accrued rewards will be applied to the replacement card). In the event of Cardholder fraud, abuse of the Card Program privileges, or violation of this Agreement (for example, any attempt to sell or exchange your Card or transfer points or any instrument exchangeable for points), U.S. Bank National Association, in its sole discretion, reserves the right to cancel your participation in the Card Program.

**27. Changes; Waiver, Other Conditions.** We reserve the right to change, delete or add to this Agreement and to apply any such modification to a Card and to any available balance on the Card. We will provide you notice of any such modification as required by applicable law. However, if the change is made for security purposes, we can implement such changes without prior notice. You hereby agree to accept all legally required notices by electronic means including posting on our website or, at our election or U.S. postal mail. You hereby acknowledge and agree that all notices or modifications to this Agreement may be made by posting at our website or other notice to you and become effective on the later of 10 days after the date of the notice or the effective date specified in the notice unless you cancel your Card in accordance with Section 26. If you use your Card after such notice or modification is provided, you are agreeing to the change. Please visit us at [www.KPFprepaid.com](http://www.KPFprepaid.com) for our current Terms and Conditions. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

**28. Additional Terms.** (a) Our business days are Monday through Friday, except for federal holidays as determined by the Federal Reserve Bank of Chicago. (b) Kroger Family of Stores shopper's card number is printed on the back of your Personalized Card. (c) You authorize us, or our agents, to record or monitor your customer service telephone calls with us and our servicers or agents. (d) You will notify us promptly if you change your address or telephone number. (e) We may transfer any of our rights or obligations to you under this Agreement; however, you may not transfer any of your rights or obligations hereunder. (f) If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable. (g) This Agreement constitutes the entire agreement between you and us relating to the Card and supersedes any other prior or contemporaneous agreements between you and us. (h) Use of a Card is subject to all rules and customs of Visa and any other clearinghouse or network involved in the transaction, load or reload. (i) You are responsible for any personal tax liability related to participation in the Card Program or as a result of points earned or redeemed. (j) The Card Program is void where prohibited by law. (k) We do not waive any of our rights by delaying or failing to exercise any of our rights or remedies at any time.

## 29. ARBITRATION APPLICABLE TO THE CARD PROGRAM.

### Arbitration of Dispute.

- (a) You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or your Card and account (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:
- (1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.
  - (2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
  - (3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.
  - (4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.
  - (5) Other rights that you would have if you went to court might also not be available in arbitration.
- (b) The party commencing the arbitration may select to use 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 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (c) This Arbitration Provision shall survive termination of this Agreement and your Card and account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by Ohio law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

**30. Kroger 1-2-3 REWARDS® Program Summary.** You are automatically enrolled in the Kroger 1-2-3 REWARDS® Program when your Personalized Card is activated. The 1-2-3 REWARDS® Program is only available on the Personalized Card. The 1-2-3 REWARDS® Program account associated with your Personalized Card is separate from any other 1-2-3 REWARDS® Program account you may have, including with your 1-2-3 REWARDS® MasterCard®, and points cannot be combined across more than one account. The 1-2-3 REWARDS® Program is operated by The Kroger Co. and by activating your Personalized Card, you thereby authorize U.S. Bank National Association and The Kroger Co. to share your Cardholder registration, Card activity and 1-2-3 REWARDS® Program information between each other and their authorized providers of the 1-2-3 REWARDS® Program. You earn between 1-3 points on eligible purchases made with your Personalized Card ("Rewards").\* Accumulated points are exchanged for 1-2-3 REWARDS® Electronic Coupons (each an "Electronic Coupon"). Your 1-2-3 REWARDS® Electronic Coupons are redeemable by you for qualifying purchases at the Kroger Family of Stores\*\* locations on purchases greater than \$5 made with your Personalized Card. Rewards are not available for purchases made with your Temporary Card. There are no limits on the amount of Rewards points you can earn. Electronic Coupons will be awarded monthly when you have earned a minimum of 1,000 Rewards points (Electronic Coupon for \$5 off a qualifying Kroger Family of Stores purchase) if your Account is in good standing. Enrollment in the Kroger 1-2-3 REWARDS® Program also enrolls you in the shopper's club programs of the Kroger Family of Stores listed below, as applicable. The Kroger 1-2-3 REWARDS® Program is administered by The Kroger Co. and the shopper's club programs are offered by their respective stores. Electronic Coupons may only be redeemed toward an in-store purchase at participating Kroger Family of Stores locations.

**30.1 Determination of Rewards Coupons and Rewards Levels.** The amount of your Personalized Card purchases for The Kroger Co. in-store purchases, non-in-store purchases and in-store Kroger Family quality brand purchases\*\*\* will be used to determine your eligibility for Rewards points. Kroger 1-2-3 REWARDS® and eligibility requirements are set forth in this Section and on our website at [www.KPFprepaid.com](http://www.KPFprepaid.com). For purposes of earning Rewards points, your Card functions as both a Kroger Family of Stores Shoppers Card and a Personalized Card.

**30.2 Earning Rewards Points.** Rewards points are earned as follows:

Rewards Points Per Eligible purchase\*

- 1 point per dollar spent on all purchases outside the Kroger Family of Stores\*\*
- 2 points per dollar spent on all purchases inside the Kroger Family of Stores\*\*
- 3 points per dollar spent on all purchases of the Kroger Family of Stores Own Brand Products\*\*\*

When you use your Personalized Card to purchase the Kroger Family of Stores Own Brand Products in one of the Kroger Family of Stores, you will receive a total of 3 points for every dollar of purchases (the 2-point award does not apply).

**31.3 Issuance and Redemption.** After each eligible purchase, you will accrue Kroger 1-2-3 REWARDS® points based on that purchase. No Electronic Coupon will be issued to you until your accrued Rewards points equals or exceeds the points necessary to receive a \$5 Kroger in-store Electronic Rewards Coupon, at which time, unless your Card account has been closed or is not in good standing, an Electronic Coupon will be available on your Personalized Card. You will be notified that an Electronic Coupon has been awarded by your cashier so long as your eligible purchase is equal to or exceeds the amount of your Electronic Coupon. If applicable, you may also choose to be notified either by email message or text message (standard text messaging rates will apply). However, you have no right to accrued Rewards points in an amount of less than the amount necessary to receive a \$5 coupon. For full details on earning, receiving and using your Electronic Coupons, visit [www.KPFprepaid.com](http://www.KPFprepaid.com) or call 1-866-265-8419. Kroger 1-2-3 REWARDS® Program points expire 24 months from the month issued. If you have accumulated sufficient Rewards points to receive an Electronic Coupon, the Electronic Coupon will expire 12 months from the Electronic Coupon issue date. Rewards points redeemed and/or expired, if applicable, will be based on a first-in, first-out basis. Electronic Coupons have NO CASH VALUE and can be redeemed toward qualifying purchases only.\* Rewards are not considered your property and are not transferable.

\* You cannot earn nor redeem 1-2-3 REWARDS® points/Electronic Coupons on purchases made at the Kroger Family of Stores Fuel Centers, on purchases of lottery tickets, Gift Cards, Money Orders, ReCharge Card™ prescriptions, on any applicable fees or taxes, or when you purchase alcohol or tobacco at a Kroger Family of Stores location. Upon a refund or return of merchandise, we will deduct any Rewards points that you had previously earned for that purchase and negative points will post on the Card if returns or credits exceed Rewards points earned. Rewards points may not be purchased. The number of points you can earn in a calendar year is unlimited. Rewards points earned will be credited to the Card on a monthly basis. If you provide an email address when registering

to view your account online, you will be sent a monthly e-statement notification by email when your points are updated. The email will also contain a link to the website where you can view your current point balance. Email addresses and statement preferences can be updated by visiting the website.

\*\* Kroger Family of Stores may include Kroger, Kroger Marketplace, Fred Meyer, Ralphs, King Soopers, Dillons, Smith's Food & Drug Stores, Smith's Marketplace, Fry's Food and Drug Store, Fry's Marketplace, QFC - Quality Food Centers, City Market, Baker's, Owen's, JayC Food Stores, Hilander, Gerbes, Pay Less Super Markets, Food4Less (So CA, NV, IN and IL stores only), Foods Co, Fred Meyer Jewelers, Littman Jewelers and Barclay Jewelers. For an up-to-date list of participating stores, visit [www.kroger.com](http://www.kroger.com).

\*\*\* Kroger Family of Stores Own Brand Products may include, but are not limited to Kroger, King Soopers, Smith's, Ralphs, Fry's, Dillons, MotoTech, Private Selection, Big K, Everyday Living, HD Designs, Holiday Home, Naturally Preferred, Buena Comida, First Choice, Office Works, Comfords, FMV, Pet Pride, Nice n Strong, Nice n Soft, Nice n Elegant, Meals Made Simple, Your Deli Connection, Mountain Dairy/Country Club, Old Fashioned, Cool Classics, and Golden Crown.

**30.4 Changes to, or Termination of, the 1-2-3 REWARDS® Program.** The 1-2-3 REWARDS® Program may be changed, suspended or terminated at any time without notice. Changes may include, among other things, modifying the amount of purchases required to qualify for the various potential Rewards tiers, changing the Rewards percentages, imposing additional restrictions, or terminating the 1-2-3 REWARDS® Program, including outstanding Rewards points and Electronic Coupons. The Kroger Co. reserves the right to interpret 1-2-3 REWARDS® Program rules and policies in its sole discretion and will be the final authority on point credits and Rewards qualifications.

**30.5 Liability.** You (and any other beneficiary of the Rewards Program) agree that the 1-2-3 REWARDS® Program is provided without representation or warranty to the extent permitted by applicable law and that neither U.S. Bank National Association, The Kroger Co., nor Kroger Personal Finance will be liable for, and you release, discharge, and hold harmless U.S. Bank National Association, The Kroger Co., and Kroger Personal Finance and anyone who acted on behalf of U.S. Bank National Association, The Kroger Co., or Kroger Personal Finance, from any and all claims of any sort, type, kind, or nature that you may have against any of them arising out of or in any way relating to your participation in the 1-2-3 REWARDS® Program — including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities that may occur or that may be caused by any provider of services or rewards or any person not under the direct supervision and control of U.S. Bank National Association, The Kroger Co., or Kroger Personal Finance. In the event of any error or omission in the handling of 1-2-3 REWARDS® Program data, your sole and exclusive remedy shall be the reprocessing of such data to reflect the correct Rewards points balance in your account.

**30.6 Arbitration.** Please note that any claims related in any way to the 1-2-3 REWARDS® Program are subject to the arbitration provisions above.

**30.7 Choice of Law.** The Kroger 1-2-3 REWARDS® Program terms and conditions in this Section 31 are governed by and construed in accordance with the laws of the State of Ohio, without regard to the choice of law provisions in that state.

The Kroger Visa Prepaid Debit Card with 1-2-3 REWARDS® is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. and is only available to residents of the United States. Kroger Personal Finance manages and administers the 1-2-3 REWARDS® Program and the Cards are sold by The Kroger Co. as authorized sales agent for U.S. Bank National Association.

## CONSUMER PRIVACY

### A Guide to How We Gather, Protect, Share and Use Customer Information.

#### Our Privacy Pledge to You

The U.S. Bancorp family of financial service providers is making this Privacy Pledge to you. Protecting your privacy is important to us. We value the trust you have placed in us, and your continued confidence is important to us. As you review our pledge, please remember that:

- We make safeguarding the information we gather about you a priority.
- We maintain security practices to keep personal information about you safe.
- We do not sell customer information to unrelated companies so that they can market their products to you. We do share information about you with our financial and retail partners with whom we provide co-branded credit cards known as private label credit cards.
- When we believe that an unrelated company offers products or services that would be of interest to you, we may communicate to you about them. These companies will not learn about your relationship with us unless you respond to their offer.
- When it comes to privacy, we believe that you have the right to make meaningful choices. If you tell us not to do so, we will not call or send direct mail to you for additional products or services. You can also choose how personal credit information about you is shared within the U.S. Bancorp family of financial service providers. It is your choice.
- We will provide you with helpful information about privacy and information security. For example, on our website, you will find tips to help you protect yourself from identity theft and limit direct marketing from others.
- The policies and practices described in this Privacy Pledge may change, but we will inform you of any significant changes as required by law.

#### What Personal Information Is, and How We Gather, Protect, Share and Use It

Our Pledge applies to personal information, which is non public information about you that we obtain in connection with providing a financial product or service.

##### 1. Types of Information We Gather

We may gather the following types of personal information about you:

- A. Information about your identity, such as your name, address and Social Security number;
- B. Information about your transactions with us, our affiliates or others, such as your account balance, payment history, credit card usage and website and customer service usage;
- C. Personal credit information we receive from you on applications or other loan and account forms, such as your assets and income;
- D. Personal credit information we receive from credit bureaus and other companies, such as your creditworthiness and payment history; and
- E. Other information – Information from other outside sources, such as data from public records, that is not gathered for the purpose of determining eligibility for a product or service.

You may choose whether "personal credit information" described in categories 1C and 1D is shared within the U.S. Bancorp family of financial service providers. This choice is further discussed in Section 4 – "Your Choices About How We Share and Use Personal Information About You."

##### 2. What Information We Share and Use

In Section 4, we explain your right to choose how we share and use personal credit information about you. Subject to your choices to limit sharing as explained in Section 4, we may share and use all of the information we gather with:

- A. Our "affiliates" (i.e., U.S. Bancorp family of financial service providers – Companies related to us by common control or ownership) that offer financial products and other services, including those identified in this Privacy Pledge and our administrative or service units that perform functions, such as servicing your accounts or preparing your account statements. Our affiliates may use information (including personal credit information) about you to offer products and services to you.
- B. Unrelated Companies that work for us, including: Companies that perform support services for us, such as data processors, technical systems consultants and programmers, check printers, or Companies that help us market products and services to you. All such Companies that act on our behalf are contractually obligated to keep the information we provide them confidential and to use the information we share only to provide the services we ask them to perform for us. We do not sell or share customer information to unrelated Companies so that they can market their products to you, except as permitted by law (i.e., with our financial partners or retail partners as a part of a private label credit card account). From time to time, we may communicate to you special offers for products or services of unrelated Companies, which we believe may be of interest to you. These Companies will not learn about your relationship with us unless you respond to their offers.
- C. Companies and other entities as permitted by law.

##### 3. We Protect the Confidentiality and Security of the Information We Gather

We restrict access to personal information about you to those employees we believe need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards to keep information about you safe.

##### 4. Your Choices About How We Share and Use Personal Information About You.

You have the right to choose how we share and use certain personal information about you.

- A. **You may tell us not to share personal credit information within the U.S. Bancorp family of financial service providers.** In order to serve you better, we may share "personal credit information" (described in Sections 1C and 1D) we gather about you within the U.S. Bancorp family of financial service providers. Under the Fair Credit Reporting Act, **you may tell us not to share personal credit information about you within the U.S. Bancorp family by following the instructions on the attached form.** Even if you do tell us not to share personal credit information, we may still share information about your identity, your transactions or other information within our affiliated family.
- B. **You may tell us not to call or send direct mail to you for additional products or services.** From time to time, we may call or write to tell you about additional financial products or services that we think may be of interest to you. **You may, however, tell us not to call or send direct mail to you for additional products and services, by following the instructions on the attached form.** Please note that if you make this choice, we will still call you and send you mail to service your existing relationships, or provide account-related information (and, when doing so, the mail we send may include pre-printed marketing materials in those mailings).

## Additional Matters

### 1. Email

We may, from time to time, contact you at an email address belonging to you to tell you of changes or updates to our site, usbank.com. In addition, we may contact you at an email address belonging to you to inform you of products and services we think may be of interest to you. At any time, you may ask us to stop sending promotional information to that email address by simply replying to our email and telling us of your preference. Or, you can tell us your preference on the "Update Email Preferences" page at usbank.com.

### 2. Closed or Inactive Accounts

We will continue to follow the privacy policies and practices explained in our Privacy Pledge even after your account is closed or becomes inactive.

### 3. When Will My Choice Take Effect?

If you make a choice as explained on the attached tear-off form, we will process your request.

- **New Customers.** For new customers, we will allow you a reasonable time to express your preference before sharing personal credit information about you or including your name on direct marketing lists.
- **Direct Marketing Preference – Delayed Effect.** You may make a direct marketing choice at any time. If you have previously permitted direct marketing, and you change your preference, it may take up to 10 weeks to stop receiving mail or telephone offers.

### 4. Multiple Copies of the Pledge

Although you will receive several copies of this Pledge, with respect to your current account, you need to make your choice only once. Your choice remains in effect until you tell us otherwise.

### 5. To Change Election

If you would like to change a previous decision or choice, please call us at 800-370-8580.

### 6. Additional Rights and Changes

You may have other privacy protections under applicable state laws, such as Vermont and California. To the extent these state laws apply, we will comply with them when we share information about you. We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt-out of these calls, or for more information about your opt-out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the email link from the "Contact us" page of usbank.com or writing to P.O. Box 64077, St. Paul, MN 55164. While all of our customers have the right to opt out of these calls, our customers who are residents of Nevada are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt-out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to:

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

This Privacy Pledge does not apply to your relationship with other financial service providers, such as nonaffiliated insurance companies. We may amend this Privacy Pledge at anytime, and we will inform you of changes as required by law.

### 7. Want to Learn More?

If you would like to learn more about how we use financial information about clients to deliver better client services and products more efficiently, please come to a branch, contact your financial professional or see our website at [usbank.com](http://usbank.com).

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**U.S. Bancorp is a diversified financial services company. We offer a range of financial products and services through our family of financial service providers. The following members of the U.S. Bancorp family of financial service providers have adopted this Privacy Pledge.**

#### Banks, Safe Deposit or Trust

- U.S. Bank National Association
- U.S. Bank Trust National Association
- U.S. Bank Trust National Association SD
- U.S. Bank National Association ND

#### Brokerage, Investment and Insurance

- U.S. Bancorp Investments, Inc.
- U.S. Bancorp Insurance Services, LLC
- The Miami Valley Insurance Company
- Mississippi Valley Life Insurance Company
- Elan Life Insurance Company
- U.S. Bancorp Insurance and Investments, Inc.

#### Diversified Services

- U.S. Bancorp National Account Services, LLC
- U.S. Bancorp Title Services, Inc.
- U.S. Bancorp Mortgage Advisers, LLC
- Relocation Results Mortgage, LLC
- U.S. Bancorp Mortgage Professionals, LLC
- WMF Mortgage Services, LLC
- U.S. Bancorp Service Providers, LLC
- Arizona Mortgage Advisers, LLC
- U.S. Bancorp Advantage, LLC
- South Central Mortgage Solutions, LLC
- U.S. Bancorp Equipment Finance, Inc.
- NRI Mortgage Services, LLC
- Lyon Financial Services, Inc.
- Capital Residential Mortgage, LLC
- United Country Home Mortgage, LLC
- Plus Relocation Mortgage, LLC



**It's Your Choice – Here's How\*:**

\* If you have already informed us of your choice with respect to your current account, it remains in effect. We will maintain that election even after you close your accounts. You need not tell us again of your choice each year.

Use our convenient toll-free number to inform us of your choice at 800-370-8580.\*\* Or,

- Visit us online at **usbank.com**,
- Make your choices at one of our branches,
- Write us by completing this form and mailing it to: **U.S. BANK, P.O. Box 1800, St. Paul, MN 55101**

**Your Privacy Options:**

1.  Please do not share personal credit information about me within the U.S. Bancorp family of financial service providers.
2.  Please do not solicit me for additional products and services through:  
 telephone marketing, or  direct mail marketing.

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**Name** **Last Four Digits of SSN\*\***

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**Name (Joint Owner)** **Last Four Digits of SSN\*\***

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**Street Address** **Apt. #**

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**City** **State** **ZIP Code**  
(       )

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**Phone Number**

**\*\*You must give us the name and the last four digits of the Social Security number for each owner who wishes to make an election. Individual owners of joint accounts may make different choices. If necessary, include additional names, addresses and Social Security numbers on a separate piece of paper.**

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