

BILLING INQUIRIES

To dispute a charge on a statement, you must notify U.S. Bank no later than 60 days after the billing date of that statement by calling the customer service number on the back of your card or by writing to U.S. Bank, P.O. Box 6335, Fargo, ND 58125-6335 (including your name and your account number) and stating the amount of the charge and the reason you believe the charge is or might be a mistake. If U.S. Bank determines that you did in fact make a disputed charge or finds no information suggesting that someone else is responsible for that charge, you will be responsible for that charge.

CONSENTING TO COMMUNICATIONS

Any time you provide U.S. Bank with a telephone number for a cellular phone or other wireless device (including a number that you later convert to a cellular number), you’re consenting to receive at that telephone number communications (including prerecorded or artificial voice-message calls, text messages, and calls made by an automatic telephone dialing system) from U.S. Bank and its affiliates and agents. Such communications might result in your cellular provider charging you access fees. You will have the opportunity to opt out of such communications when you activate the card. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes.

UNAFFILIATED VENDORS

U.S. Bank might inform you of products and services offered by unaffiliated vendors. If you elect to purchase any such products and services, U.S. Bank will not liable for any problems or complaints you have with any such purchase.

AMENDING THIS AGREEMENT

U.S. Bank may amend this agreement without your consent and without notifying you.

NO WAIVER

If U.S. Bank accepts a late payment, a partial payment, or a payment marked as payment in full or in settlement of a dispute, accepting that payment will not limit U.S. Bank’s rights under this agreement or under the law.

No failure or delay by U.S. Bank in exercising any right or remedy under this agreement operates as a waiver of that right or remedy. A waiver that U.S. Bank grants on one occasion will not operate as a waiver on future occasions.

GOVERNING LAW

Minnesota law governs this agreement. Card transactions are also governed by the bylaws and rules of the entity that oversees issuance of charge cards and processing of transactions. That entity is either an affiliate of Visa USA, Inc. or Visa International Service Association, Inc. or an affiliate of Mastercard USA or Mastercard International Incorporated, depending on whether the card bears a Visa logo or a Mastercard logo.

CARDHOLDER AGREEMENT

AGREEMENT BETWEEN
COMMERCIAL
CARDHOLDER AND
U.S. BANK

(REVISED OCTOBER, 2018)



This is an agreement between you and U.S. Bank. It's accompanied by a U.S. Bank commercial card (referred to in this agreement as “the card”). We have sent you the card at the request of your employer. This agreement governs your use of the card. Before you sign or use the card, please read this agreement closely.

THE CARD

The card is a business-purpose card designed to allow you to purchase goods and services related to the business of your employer.

The card is the property of U.S. Bank. At any time U.S. Bank may for any reason and without notice prevent you from using the card. If your employer or U.S. Bank asks you to give them the card, you must do so.

ACCEPTING THIS AGREEMENT

If you sign or use the card or the account established in connection with the card (referred to in this agreement as “your account”), that will tell U.S. Bank that you have accepted this agreement. If you don't wish to accept this agreement, cut the card into pieces and dispose of it.

MAKING PURCHASES

You may use the card only to make purchases that directly or indirectly benefit your employer, as communicated to you by your employer. You must not allow anyone else to use the card.

You must not use the card to make purchases that are against the law in the United States, even if a purchase is permitted under the law where you make the purchase or where the merchant is located.

U.S. Bank will prevent you from using the card and your account if you don't comply with this agreement, if you stop working for your employer, or on termination of the contract between U.S. Bank and your employer.

U.S. Bank will not be responsible if a merchant refuses to accept the card for a purchase or other transaction.

BILLING STATEMENT

U.S. Bank will regularly send you statements listing all purchases, fees, and other transactions on your account during the period covered by the statement. If you change your mailing address, you must promptly notify U.S. Bank by calling the customer service number on the back of the card or by writing to U.S. Bank, P.O. Box 6343, Fargo, ND 58125-6343.

FEES

Fees U.S. Bank might charge you for using the card include the following:

- *Annual fee*: it appears on statements.
- *Cash-advance fee*: percentage of the cash advance amount, up to 2.75%.

- *Foreign transaction fee*: up to 3%. Applies to charges or transactions not in U.S. dollars made at merchants, automated teller machines, or financial institutions.
- *Late-payment fee*: a percentage of the past-due amount, up to 2.5%. U.S. Bank may charge you an additional late-payment fee in each statement until the past-due amount is paid in full.
- *Returned payment fee*: \$30 for a payment that cannot be processed or is not otherwise honored by U.S. Bank.
- *Statement fee*: \$9 for an additional paper copy of a statement.

MAKING PAYMENTS

You are responsible for all charges and fees you incur or otherwise authorize on your account, even if your employer has agreed to reimburse you the amount of any charge or fee. You must pay in U.S. dollars all amounts you owe U.S. Bank under this agreement. If you pay U.S. Bank by check, it must be drawn on a financial institution located in the United States and sent to U.S. Bank at the address shown on the most recent statement you received.

If your employer pays U.S. Bank directly for one or more charges on your account, you will still be responsible for all other charges on your account. If you fail to make payment a late fee may apply.

CASH ADVANCES

If your account permits it, you may obtain a cash advance on your account in each of the following ways:

- by presenting the card at a bank or other financial institution that accepts the card for that purpose
- by withdrawing cash from an automatic teller machine
- by using a convenience check (if your employer permits it)

The amount of a cash advance (plus a cash-advance or convenience-check fee) will appear on your next statement.

To obtain a cash advance, use the personal identification number (PIN) you set for the card. Take reasonable steps to keep your PIN confidential.

U.S. Bank will not be responsible if you're unable to obtain a cash advance because an automatic teller machine or other U.S. Bank system malfunctions, because an automatic teller machine has insufficient cash, or due to other circumstances beyond U.S. Bank's control.

FOREIGN TRANSACTIONS

If you use the card to make a purchase or other transaction in a currency other than U.S. dollars, the foreign transaction will be converted into U.S. Dollars at the exchange rate established under applicable rules of the network. Commercial airline foreign exchange rates are set by the airline. The exchange rate in effect when the foreign transaction is processed may differ from the rate in effect on the date of the Foreign Transaction or the date of the posting to your account. The amount of the foreign transaction in U.S. Dollars will be the amount of the foreign currency in effect on the applicable processing date multiplied by (i) a rate selected by the network from the rates available in wholesale currency markets for the applicable processing date (this rate may vary from the rate the network itself receives); (ii) the government mandated rate; or (iii) the rate established by commercial airlines.

A foreign transaction fee of up to 3% will be included within the U.S. dollar amount that appears on your statement.

BEING IN DEFAULT

You will be in default under this agreement if you fail to comply with any of the terms of this agreement, if you're insolvent, or upon your death.

If you are in default U.S. Bank may limit or prevent further activity on your account.

CANCELING THE CARD

To cancel the card, call U.S. Bank at the number on the back of your card or write to U.S. Bank, P.O. Box 6343, Fargo, ND 58125-6343. Your employer or U.S. Bank may suspend or cancel the card for any reason by notifying you in writing.

If you use the card or your account after you have been notified that the card has been canceled, that use might constitute fraud and might result in U.S. Bank taking legal action against you. If the card is canceled, you must cancel all items billed on a recurring basis to your account.

RENEWAL AND REPLACEMENT CARDS

Unless U.S. Bank cancels it, the card will remain valid until the end of the day on the expiration date printed on the card. U.S. Bank will renew or replace the card in advance of the expiration date until you or your employer tell U.S. Bank to cancel the card.

EXCHANGE OF INFORMATION BETWEEN U.S. BANK AND YOUR EMPLOYER

U.S. Bank might give your employer—and that might mean your direct supervisor—information about how you use the card and your account, including information about your failure to timely pay any amount you owe under this agreement. U.S. Bank might ask your employer for information about you and about how you use the card and your account, including information about your job, where you work, and whether your employer reimburses charges you make to your account. To facilitate processing of international transactions requests by you or your employer, U.S. Bank might transfer to merchants, processors, and service providers information about how you use the card and your account.

LOST OR STOLEN CARDS

If you lose the card, if it's stolen, or if someone uses it without your permission, you must immediately notify U.S. Bank by calling the customer service number on the back of the card. You must also notify your employer in accordance with any instructions your employer provides you. If you recover the card after you have notified U.S. Bank that it was lost or stolen, we recommend you cut the card into pieces and dispose of it.

You're not responsible for unauthorized charges to your account that occur after you notify U.S. Bank that you have lost the card, that it has been stolen, or that someone has used it without your permission.