

Kroger Rewards Prepaid Mastercard® Cardholder Agreement

(Effective Date 6/1/2019)

This Kroger Rewards Prepaid Mastercard Cardholder Agreement (“Agreement”) sets forth the terms and conditions of your Kroger Rewards Prepaid Debit Card, which includes both the temporary Kroger Rewards Prepaid Debit Card that you purchased at a Kroger Family of Companies location (“Temporary Card”), as well as the personalized reloadable version of your Kroger Rewards Prepaid Mastercard (“Personalized Reloadable Card”) that you receive after you successfully complete the registration process, and the Kroger Rewards Prepaid Mastercard account accessed by your Card (“Account”). THIS IS NOT A GIFT CARD.

Please read this Agreement carefully and keep it for your records. Your Temporary Card, Personalized Reloadable Card (collectively “Card”) and Account are a single product, and which is a national bank product issued by U.S. Bank National Association and sold by its authorized sales agents. In this Agreement, the words “you” and “your” mean the individual who purchased a Temporary Card or to whom we issue a Personalized Reloadable Card. “We,” “us” and “our” mean U.S. Bank National Association, the issuer of your Card and our successor, affiliates and assigns. The “Rewards Program” is a benefit of the Card and is provided by The Kroger Co. The Card, the Rewards Program, and other features described in this Agreement, are sometimes referred to herein as the “Card Program”. 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.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION SECTION CAREFULLY.

1. Your Agreement. By activating, using, or allowing another person to use the Card or Account, 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 888-371-8901. Upon cancellation of your unused and unactivated Card, we will refund the value on the Card by check (we will not refund any applicable purchase fee).

2. Description of Your Card. The Card is a Mastercard branded prepaid card. The Card is not a Gift Card. The Card is not a credit card or a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value in your Account. Funds in your Account do not earn interest. The funds loaded to your Temporary Card Account are not insured by the Federal Deposit Insurance Corporation (“FDIC”) unless the Card is secured as described below; however, the funds loaded to your secured Temporary Card or Personalized Reloadable Card Account are insured by the FDIC up to the maximum allowed by law. The Card is non-transferrable, and it may be cancelled, 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.

3. Personal Identification Number. 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 where entering a PIN is allowed. 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.

4. Your Temporary Card.

A. Activating and Securing Your Temporary Card. Activate your Card by going online to Krogerprepaid.com or by calling us toll-free at 888-371-8901. You must have your Card with you when you contact us to activate. When you activate your Card, you will be asked to secure your Temporary Card by providing your name and address. Prior to using the Temporary Card for online or phone transactions, you must secure it by going online to Krogerprepaid.com or by calling 888-371-8901. You must have your Temporary Card when you call to secure it. We may refuse to secure your Temporary Card at our sole discretion.

B. Using Your Temporary Card. The one-time load to a Card may be made only at the time of purchase at a participating Kroger location in a minimum amount of \$10, and a maximum of \$500. This Card is non-reloadable, can only be used to pay for purchases anywhere Mastercard debit cards are accepted in the United States, and has no cash access including ATM withdrawals. You must register for and receive a Personalized Reloadable Card to conduct certain transactions, including loading additional funds to your Account or conducting ATM withdrawals. Funds are available for your use immediately (unless you are notified otherwise on your purchase receipt) after you activate your Card. You must secure your Card before you may conduct telephone or online transactions. If you have not activated your Temporary Card or have not used all funds in the Account by the “valid thru” date printed on the Card, please contact us toll-free at 888-371-8901 for further instructions.

C. Error Resolution on Temporary Cards. It is important to register for a Personalized Reloadable Card as soon as possible. Until you register your Account (by requesting a Personalized Reloadable Card) and we verify your identity, we are not required to research or resolve any errors regarding your Account. Information on how to register for a Personalized Reloadable Card is provided in Section 5 below.

5. Your Personalized Reloadable Card

A. Registering for your Personalized Reloadable Card. Certain features of the Account are only available once you register for and receive a Personalized Reloadable Card. Visit Krogerprepaid.com to register or call us toll-free at 888-371-8901. To properly validate your identity and confirm that you are at least 18 years of age, you will be asked to provide personal information. You will be notified immediately if we are unable to confirm your identity. Additional approved documentation may be provided and reviewed. If we are unable to confirm your identity, we cannot issue you a Personalized Reloadable Card. No more than two Personalized Reloadable Cards will be issued to a customer.

B. **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.

C. **Activating Your Personalized Reloadable Card.** When you receive your Card in the mail, you will need to activate it by visiting Krogerprepaid.com or calling us toll-free at 888-371-8966. The amount remaining on the Temporary Card will then be transferred automatically to your Personalized Reloadable Card, and you will no longer be able to use the Temporary Card. Your Personalized Reloadable Card may be used through the date printed on the Card. When your card is expiring, if your Account is in good standing and you have available funds on the Card, we will mail you a replacement Personalized Reloadable Card.

D. **Use of Your Personalized Reloadable Card.** You may use your Personalized Reloadable Card for the following transactions:

- To pay for purchases everywhere Mastercard Prepaid Debit Cards are accepted worldwide.
- To obtain cash back when you make a purchase at a participating merchant.
- To transfer funds to another cardholder's Personalized Reloadable Card.
- To conduct a teller assisted cash withdrawal at a financial institution that accepts Mastercard Prepaid Debit Cards.
- To obtain cash from an automated teller machine (ATM) that accepts Mastercard Prepaid Debit Cards.

E. **Loading Funds to Your Personalized Reloadable Card.** You may reload additional funds onto your Personalized Reloadable Card as follows:

- By Direct Deposit.
- With cash (not cards or checks) by swiping your Card in any Kroger check lane.
- By a transfer from another Kroger Prepaid Card or a Recharge Card™.
- By adding funds through a participating cash or check reload network.

If a load exceeds the limits described in the Transaction Limitations section of this Agreement, then the transaction will be declined, or funds returned to the funder.

F. **Direct Deposit.** You may add funds to the Card by authorizing an electronic deposit to your Card from your personal bank account, an employer, a government benefits provider or other entity you authorize to deposit funds to the Card ("Direct Deposit"). Please note, the financial institution used to transfer funds from may charge a fee for this service. You will be provided with a bank routing number and an account number that may be used for the purpose of initiating a Direct Deposit. The 16-digit card number printed on the front of your card should not be used for transfers to your Card or they will be rejected. You are not authorized to use the bank routing number and account number to make transfers from your Card. If you do so, we may close your Card.

We have no obligation or liability to you if your employer or entity authorized to deposit funds to your Card delays in providing or fails to provide funds to your Card. To confirm that a transfer has been made, visit Krogerprepaid.com or call 888-371-8966. 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 Card, you must contact your employer or other authorized entity.

G. **Swipe Reload.** You may load cash to the Card at participating Kroger check lanes. 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. No unauthorized user may reload funds to the Card. Funds are available for use immediately, unless you are notified otherwise on your receipt.

H. **Card-to-Card Transfers.** You may transfer available funds on your Card to another Kroger Prepaid Personalized Reloadable Card by visiting our website at Krogerprepaid.com or calling us at 888-371-8966. Money that is sent from another Card to your Card is automatically credited to your Card provided that such amount falls within the Transaction Limitations. Funds transferred through a card- to-card transfer will be available as soon as you have successfully completed the transfer transaction.

I. **Recharge Card™.** The Recharge Card is a product issued by U.S. Bank National Association solely for the purpose of reloading funds to your Card and has no other transaction capabilities. The funds you have loaded on your Recharge Card are not FDIC insured and will be loaded in their entirety to your Card in one transaction. The Recharge Card has no expiration date and no inactivity fee. Funds transferred through a Recharge Card transfer will be available as soon as you have successfully completed the transfer transaction.

J. **Cash and Check Reload Networks.** You may add funds to the Card through participating cash and check reload networks described in the Fee Schedule included with this Agreement. 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 add funds to the Card are defined by each reload network. Generally, funds added through reload networks should be available no later than the next business day, but timing and availability of funds added through reload networks depend on the reload network completing the transaction.

CARD FEES AND TRANSACTION LIMITS

6. Fees and Transaction Limits; Third Party Fees.

Under some situations, you will be charged fees for using your Card or Account. We will charge you and you agree to pay the fees and charges (collectively "Fees") described on the Fee Schedule included with this Agreement. 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. Fees are subject to change from time to time. Fees will be deducted automatically from the Account balance until your Account balance reaches zero. Available transaction types and applicable transaction limitations are displayed in the transaction limits table ("Transaction Limits") under the Fee Schedule in this Agreement. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card or Account. You will receive prior notice of Fee and Transaction Limit changes to the extent required by applicable law. You may receive a copy of the Fee Schedule and Transaction Limits by calling us toll free at

888-371-8966 or you may view them online at Krogerprepaid.com. 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.

HOW TO OBTAIN ACCOUNT INFORMATION

7. Account Information

- A. You can view your Account online at Krogerprepaid.com or call us at 888-371-8966 to find out whether or not a load has been made.
- B. You may obtain Account balances and review Account activity by visiting Krogerprepaid.com, accessing the Mobile App, or calling 888-371-8966 for your Personalized Reloadable Card or 888-371-8901 for your Temporary Card. You can access a 12-month history of Account transactions online at Krogerprepaid.com. You will be able to view statement information online at Krogerprepaid.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 Krogerprepaid.com, calling 888-371-8966, or by writing us at P.O. Box 551667 Jacksonville, FL 32255. You will not be charged a fee for this information. Recurring paper statements are only available for Personalized Reloadable Cards and may not be available during a month in which a transaction did not occur.
- 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.

8. Contact Information and Business Days and Hours. For general inquiries by mail, write us at: P.O. Box 551667 Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 888-371-8966 for your Personalized Reloadable Card or 888-371-8901 for your Temporary Card, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

9. Mobile Alerts for Personalized Reloadable Cards. You may enroll to receive electronic notifications ("Alerts") relating to your Personalized Reloadable Card online at Krogerprepaid.com or by calling 888-371-8966. You may manage or cancel Alerts at any time online at Krogerprepaid.com or by calling 888-371-8966. 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.

IMPORTANT INFORMATION ABOUT USING YOUR CARD

10. 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.

11. Split Transactions; Rescinded Transactions; Failure to Honor

- A. If you do not have enough money in your Account to complete a transaction, you may split your purchases between your Card and another form of payment. Tell the cashier how much you want to pay first with your Card. If you do not know your exact balance, please call customer service at 888-371-8966 for your Personalized Reloadable Card or 888-371-8901 for your Temporary Card 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.

12. Preauthorized Payments

- A. You are not permitted to establish preauthorized payments with your Temporary Card.
- B. *Right to stop payment and procedure for doing so.* If you have preauthorized payments with your Personalized Reloadable Card, you can stop any of these payments. Here's how: Call us at 888-371-8966 or write us at P.O. Box 551667 Jacksonville, FL 32255, in time for us to receive your request three business days or more before the payment is scheduled to be made. 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.
- C. *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.

D. *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.

13. Returns and Refunds. If there is a problem or dispute with a purchase of goods or services, 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.

14. 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.

15. Using Your Personalized Reloadable Card in a Foreign Country. You may not use your Temporary Card for foreign (outside the United States) transactions. You may use your Personalized Reloadable Card for retail purchases at foreign merchants and for cash withdrawals from foreign ATMs that bear either the Cirrus or the Mastercard International Incorporated ("Mastercard") Acceptance Marks. For security purposes we may block transactions in certain foreign countries. Call us at 888-853-9480 for more information. 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 Mastercard 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 foreign merchant or foreign ATM that bears these Cirrus or Mastercard Acceptance Marks and if such transaction isn't converted into a U.S. Dollar amount prior to such transaction being submitted to Mastercard, Mastercard will convert the transaction into a U.S. Dollar amount using its currency conversion procedure. The currency conversion rate used by Mastercard to determine the transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by Mastercard for the processing cycle in which the transaction is processed. 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.

16. Other Terms. 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.

17. Use by Others. Except as described in "Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions" below, you are liable and responsible for all transactions, fees, and other activity with respect to the Card or Account. 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.

18. Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions

A. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic fund transfer has been performed without your permission. Telephoning is the best way of notifying us and keeping your possible losses down. You may contact us by calling us toll-free at 888-371-8966 for your Personalized Reloadable Card or 888-371-8901 for your Temporary Card or by writing us at P.O. Box 551667 Jacksonville, FL 32255. If your Card has been lost or stolen, we will close your Card. For Temporary Cards you will be required to provide your name, address, Temporary Card number, the original value and transaction history.

B. *Zero Liability.* It is important to register for a Personalized Reloadable Card. We are not required to research or resolve any errors regarding your Card or Account until you have registered your card and we have verified your identity. Once you have registered for and received a Personalized Reloadable Card, you are generally protected from 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) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account.

C. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

19. Your Right to Dispute Errors

A. In case of errors or questions about your Personalized Reloadable Card, call 888-371-8966 or write to P.O. Box 551667 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) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling us at 888-371-8966 or writing us at P.O. Box 551667 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.

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.

20. Our Liability. 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:

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.

OUR RIGHTS UNDER THE AGREEMENT

21. Amendment, Termination and Other Rights

A. We may at any time change or terminate these terms and conditions or transfer our rights under this Agreement. 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 Krogerprepaid.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. 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.

C. You may close your Account at any time. 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. If you want to cancel the Card, please call our customer service line using the information supplied above. Cancellation of your Card will not affect any of our rights or your obligations arising under this Agreement before the Card was canceled.

D. 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, for security reasons or for inactivity of more than 12 months. 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 the expiration date on the Card unless prohibited by federal law. Upon termination or expiration, we will stop accepting reloads to and/or transactions from the Card and we will decline to authorize a transaction with the Card. If you cancel or we terminate the Card, or it expires and we do not provide a substitute or replacement card, upon your request and our verification of your identity (that may include providing proof of purchase for Temporary Cards) we will return to you any value remaining on the Card unless we are prohibited by law from doing so, less any fees, service charges, claims, set-offs, or other amounts you owe us, if applicable. You will forfeit all accrued, unpaid and unredeemed 1-2-3 REWARDS Program points if the Card or 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). 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.

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

DISCLOSURE OF CARD INFORMATION

22. 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, or (iv) if you give us your written permission.

ADDITIONAL INFORMATION

23. 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.

24. ARBITRATION

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: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) 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 (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account 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 ("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 account 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.

Kroger 1-2-3 REWARDS PROGRAM TERMS

25. Kroger 1-2-3 REWARDS Program Summary for your Personalized Reloadable Card. You are automatically enrolled in the Kroger 1-2-3 REWARDS Program when your Personalized Reloadable Card is activated. The 1-2-3 REWARDS Program is only available on the Personalized Reloadable Card. The 1-2-3 REWARDS Program account associated with your Card is separate from any other 1-2-3 REWARDS Program account you may have, including with your 1-2-3 REWARDS Credit Card, 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 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 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 eligible purchases at the Kroger Family of Stores** locations on purchases greater than \$5 made with your 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. An Electronic Coupon for \$5 off a qualifying Kroger Family of Companies purchase will be awarded monthly when you have earned a minimum of 1,000 Rewards points 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 Companies 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 Companies locations.

- A. Determination of Rewards Coupons and Rewards Levels. The amount of your 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.Krogerprepaid.com. For purposes of earning Rewards points, your Card functions as both a Kroger Family of Companies Shoppers Card and a Personalized Reloadable Card.
- B. Earning Rewards Points. Rewards points are earned as follows: Rewards Points Per Eligible Purchase:*
- 1 point per dollar spent on all net purchases outside the Kroger Family of Companies**
 - 2 points per dollar spent on all net purchases inside the Kroger Family of Companies**
 - 3 points per dollar spent on all net purchases of the Kroger Family of Companies Own Brand Products***

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

C. 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 or Account has been closed or is not in good standing, an Electronic Coupon will be available on your Card. You may 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.Krogerprepaid.com or call 888-371-8966. 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 nontransferable.

D. 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.

E. 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.

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

G. Choice of Law. The Kroger 1-2-3 REWARDS Program terms and conditions in this Section 25 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.

* Your Account must be open and in good standing to earn points and redeem coupons. Rewards are earned on eligible net purchases. Net purchases are purchases minus credits and returns. Eligible net purchases do not include purchases made at the Kroger Family of Companies Fuel Centers, 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 Companies location. You may not redeem Rewards, and you will immediately lose all of your Rewards if the Card or Account is closed for any reason (including, but not limited to, due to Program misuse, bankruptcy, or death). 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 Companies" 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, Gerbes, Pay Less Super Markets, Food4Less (So CA, NV, IN and IL stores only), Foods Co., Fred Meyer Jewelers, Littman Jewelers and Barclay Jewelers. The list of Kroger Family of Companies is subject to change; for an up-to-date list of participating stores visit www.kroger.com.

*** Kroger Family of Companies Own Brand Products may include, but are not limited to Kroger, King Soopers/City Market, Smith's, Ralphs, Fry's, Dillons/Baker's/Gerbes, Abound, Bakery Fresh Goodness, Big K[®], Comforts for Baby[®], Comforts for Toddler, Check This Out, Fresh Selections by Kroger[®], HemisFares[™], Heritage Farm, Home Sense[®], Luvsome[™], Peakfection, Pet Pride[®], Private Selection[™], P\$T...[™], Simple Truth[®], Wholesome @ Home[™], Value Brand Products.

Kroger reserves the right to exclude certain products from the Points calculation related to Kroger Family of Companies Own Brand Products, including but not limited to fuel, beer, wine, cigarettes, tobacco, pharmacy, office services and other items prohibited by law. These same items except fuel, however, remain eligible for the 2 Points per dollar in Net Purchases Points calculation if purchased within Kroger Family of Companies.

We reserve the right to change the following Fee Schedule and Transaction Limitations in our sole discretion and we will provide written notification to you of such change to the extent required by applicable law.

The Kroger Rewards Prepaid Mastercard Fee Schedule

Effective Date 6/1/2019

| All Fees | Amount | Details |
|--|-------------------|---|
| Get Started and Monthly Usage | | |
| Card Purchase | \$1.50 | This is our fee to purchase the Temporary Card at Kroger Family of Companies. Fee is paid at time of purchase. There is no fee for the Reloadable Card. Reloadable Card is available online at krogerprepaid.com , or by registering a Temporary Card for a Reloadable Card online at krogerprepaid.com or by calling 888-371-8901. |
| Monthly Fee | \$4.95 | This fee will be charged once per month each month your Account is open. Fee is not assessed when balance is \$0. There is no Monthly Fee for the Temporary Card. |
| Add Money | | |
| Direct Deposit | \$0 | There is no fee to reload via Direct deposit from employer, government benefits provider, or other payor. |
| Cash Reload (Swipe Reload) | \$3.00 | This is our fee to load cash at participating Kroger Family of Companies. Fee is paid at time of reload. |
| Cash Reload (Recharge Card [™]) | \$3.00 | This is our fee to purchase Recharge Card at participating Kroger Family of Companies. Fee is paid at time of purchase. |
| Card to Card Transfer | \$0 | There is no fee to perform a transfer to/from another Kroger Reloadable Card. |
| Electronic Reload | \$0 | There is no fee to perform an electronic transfer from another account. Third party fees may apply. |
| Check Reload (Ingo Money) | 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 fee of \$5.00. Money in 10 Days - no fee. Fee is deducted from check value. Go to ingomoney.com for more information. This fee is accurate as of 7/18/2018. |
| Cash Reload (Mastercard rePower [®]) | \$4.95 | This is not our fee and is subject to change. Fee of up to \$4.95 may apply when reloading your card at a Mastercard rePower [®] location. Fee is paid to third party at the time of reload. Go to mastercard.us/en-us/consumers/get-support/reload-a-prepaid-card.html for locations. |
| Get Cash | | |

| | | |
|--|--------|--|
| ATM Withdrawal (in-network) | \$2.50 | This is our fee per withdrawal. "In-network" refers to all the ATMs inside of the MoneyPass® ATM network. This fee is waived for your first ATM withdrawal per month from an "in-network" ATM that is part of the MoneyPass® ATM network. Locations can be found at moneypass.com/atm-locator . |
| ATM Withdrawal (out-of-network) | \$2.50 | This is our fee per withdrawal. "Out of network" refers to all the ATMs outside of the MoneyPass® ATM network. You may also be charged a fee by the ATM operator even if you do not complete a transaction. |
| Cash Back at Point of Sale | \$0 | There is no fee when you obtain cash back over the amount of your purchase at participating retailers. |
| Teller Cash Withdrawal | \$0 | There is no fee when you withdraw cash from your card from a teller at a bank or credit union that accepts Mastercard. |
| Information | | |
| Cardholder Services | \$0 | There is no fee to contact Cardholder Services. |
| ATM Balance Inquiry (in-network) | \$0.50 | This is our fee per balance inquiry. "In-network" refers to the MoneyPass® ATM Network. Locations can be found at moneypass.com/atm-locator . |
| ATM Balance Inquiry (out-of-network) | \$0.50 | This is our fee per inquiry. "Out of network" refers to all the ATMs outside of the MoneyPass® ATM network. You may also be charged a fee by the ATM operator. |
| Online Statements | \$0 | Statements available at krogerprepaid.com . |
| Email or Text Message Alert | \$0 | There is no fee for Text Alerts, your mobile carrier may charge a fee. Standard messaging charges apply through your mobile carrier and message frequency depends on account settings. |
| Paper Statements | \$0 | Order paper statements by logging into your Account at krogerprepaid.com or by calling 888-371-8966. |
| Using Your Card Outside of 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 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 network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose. |
| International ATM Withdrawal | \$2.50 | 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 | \$3.00 | This is our fee per replacement of a lost or stolen card. Card is mailed to you with standard delivery of 7-10 business days. |
| Card Replacement Expedited Delivery | \$15.00 | This is our fee per expedited delivery of a replacement card charged in addition to any Card Replacement fee. Card is mailed to you with expedited delivery up to 5 business days. |

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to U.S. Bank National Association, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event U.S. Bank fails if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Cardholder Services about your Temporary Card by calling **888-371-8901** or about your Reloadable Card by calling **888-371-8966**. You may also contact us by mail at P.O. Box, 551667 Jacksonville, FL 32255 or visit krogerprepaid.com.

For general information about prepaid accounts, visit 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.

| Transaction Limits | |
|--|--|
| For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24-hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law. | |
| Maximum Card Balance at any time | \$10,000 |
| Maximum Daily Load Limit | 10 transactions and \$5,000 per day |
| Direct Deposit | 5 transactions and \$5,000 per day |
| Cash and Check Reload Networks (Includes Swipe Reload at Kroger Family of Companies or Mastercard rePower® at participating retailers, and Ingo Money who may have different limits. Does not include Recharge Card). | 3 transactions and \$1,000 per day 10 transactions and \$10,000 every rolling 30 days |
| Card to Card Transfer (includes Recharge Card™ Card) | 2 transactions and \$5,000 per day |
| Recharge Card™ (Card to Card) | 2 transactions and \$1,000 per day |
| Returns and Refunds | 4 transactions per day |
| Maximum Daily Debit Limit -- includes point of sale purchases, ATM Withdrawal, teller cash withdrawal, and card to card transfers | 20 transactions and \$5,000 per day |
| Point of Sale Purchase (Personalized Reloadable Card and includes cash back at participating retailers) | 20 transactions and \$2,525 per day |
| Point of Sale Purchase (Temporary Card) | 20 transactions and \$500 per day |
| ATM Withdrawal (your card may not be used in Jamaica and potentially other countries - see Section 15) | 3 transactions and \$1,025 per transaction or \$1,220 per day |
| Teller Cash Withdrawal (at Mastercard member banks) (Financial Institutions may have lower limits) | 3 transactions and \$2,525 per day |
| Card to Card Transfer | 2 transactions and \$2,500 per day |

The Kroger Rewards Prepaid Mastercard® is issued by U.S. Bank National Association, Member FDIC, pursuant to a license Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

| Monthly fee | Per purchase | ATM withdrawal | Cash reload |
|---------------------------|--------------|------------------------------|----------------|
| \$4.95[†] | \$0 | \$2.50* in-network | \$4.95* |
| | | \$2.50 out-of-network | |

| | |
|--|--------------|
| ATM balance inquiry (in-network or out-of-network) | \$0.50 |
| Customer service (automated or live agent) | \$0 per call |
| Inactivity | \$0 |

We charge 4 other types of fees.

[†]This fee does not apply to the Temporary Card.

*This fee can be lower depending on how and where this card is used.

No overdraft/credit feature

Register your card for FDIC insurance eligibility and other protections.

For general information about prepaid accounts, visit cfpb.gov/prepaid. Find details and conditions for all fees and services inside the package or call **888-371-8901** or visit **krogerprepaid.com**.