

## Summary of U.S. Bank Personal Line Account Terms

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>10.25%</b> Your APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>10.25%</b> Your APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>10.25%</b> Your APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is 24-30 days after the close of each billing cycle. There is no interest-free (grace) period.
For Credit Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	<b>None</b>
Transaction Fees <ul style="list-style-type: none"><li>Cash Advance ATM</li><li>Cash Equivalent Advance</li><li>Foreign Transaction</li></ul>	Either <b>\$15</b> or <b>4%</b> of the amount of each advance, whichever is greater. Either <b>\$20</b> or <b>4%</b> of the amount of each advance, whichever is greater. <b>3%</b> of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency.
Penalty Fees <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>	<b>Up to \$40 (see Account Fees below)</b> <b>Up to \$35 (see Account Fees below)</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

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**Notice to California Residents:** An applicant, if married, may apply for a separate Account.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under section 766.59 of the Wisconsin statutes or court decree under section 766.70, adversely affects our interest unless we, prior to the time the credit is granted or an open-end credit plan is entered into, are furnished a copy of the agreement, decree or court order, or have actual knowledge of the adverse provisions. IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.

**Notice to New York Residents:** You may contact the New York State Department of Financial Services at 1-800-342- 3736 or by visiting <http://www.dfs.ny.gov> for assistance in obtaining a comparative listing of all credit card rates, fees and interest-free periods.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law. The creditor and issuer of the U.S. Bank Personal Line is U.S. Bank National Association.

All information on this form is accurate as of August 23, 2021 and is subject to change.

# Account Disclosure Statement

IF YOU ARE APPROVED FOR THE ACCOUNT, the terms and conditions of this document will be the terms and conditions for your account and become effective as soon as you or someone authorized by you uses the Card or Account, but no later than 30 calendar days after we issue and you fail to return the Card.

## PERSONAL LINE OF CREDIT

U.S. Bank National Association  
P. O. Box 6352 Fargo, ND 58125

Date disclosed in full Account Agreement, which will arrive under separate cover. Please read this Disclosure Statement carefully and keep it for your records. The full Account Agreement, which governs the terms of the Account and Card, will arrive with the receipt of your plastic card. The full Account Agreement replaces this Disclosure Statement upon receipt.

The full Account Agreement contains an arbitration provision (including a class action arbitration waiver).

## Arbitration Provision:

### RESOLUTION OF DISPUTES BY 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.

### 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.

### 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 Agreement, or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this 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 Agreement (such as Claims related to advertising) and after termination of this Agreement.

### Claims Not Covered By Arbitration

Claims subject to our agreement to arbitrate shall not include (1) 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, and (2) Claims asserted by way of a cross claim, counterclaim or any similar device against a party who has initiated a proceeding in court or other non-arbitral forum by any other party to that proceeding.

### 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 Agreement. AAA's Rules may be obtained from [www.adr.org](http://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 Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://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.

### Arbitration Procedure

The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including

injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

### 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.

### 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.

### 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. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act.

### 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.

**Right to Change Terms:** We may change APRs, fees and other Account terms in the future based on your experience with U.S. Bank National Association and its affiliates as provided under the Account Agreement and applicable law.

**Lost or Stolen Card or Other Information:** You must notify us immediately by telephone at 1-866-411-2079, (we accept relay calls; FAX 1-866-568-7729), or in writing at P.O. Box 6352, Fargo, ND 58125-6352 if your Card, Convenience Checks, or PIN is lost or stolen or there is possible unauthorized use of your Card, Account, or PIN. You will not be liable for unauthorized use of your Account. If this happens, we will ask you and all other persons given Account access to return all Cards and unused Convenience Checks to us. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards will be issued. If requested, we may issue a new PIN and new Convenience Checks for your new Account.

**Interest Rate:** In this Disclosure Statement, we have abbreviated the terms "daily periodic rate" as DPR, "average daily balance" as ADB, and "ANNUAL PERCENTAGE RATE" as APR. Your Variable APRs are calculated by adding a margin to the Index. Your Variable DPR is equal to 1/365th of the corresponding APR. Your DPR and corresponding APR may increase or decrease from time to time according to the movements up or down of the Index, which is the Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last publication day before the date on which the billing cycle closed (in other words, the "statement date"). We reserve the right to choose a comparable new index if *The Wall Street Journal* ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate the APR. The current applied Index value for your Account is 3.25%. Any variable rate adjustment based on a change to your margin will be effective as of the first day of the current billing cycle, and will apply to all new Account balances and transactions subject to that variable rate. Any variable rate adjustment based on a change to your Index will be effective as of the first day of the current billing cycle, and will apply to all new and outstanding Account balances and transactions subject to that variable rate. An increase or decrease to the Index or margin will apply to Purchase, Advance, and Balance Transfer balances and will result in an increase or decrease in the INTEREST CHARGE on the Account, an increase or decrease to your Minimum Payment, and an increase or decrease to your New Balance.

### (a) Standard Interest Rates-

**Variable Rate for "Purchases" and "Balance Transfers":** The DPR for transactions posting as Purchases and Balance Transfers is equal to 1/365th of its corresponding APR. To determine the standard variable rate for transactions posting as Purchases and Balance Transfers, we will add the Index to a margin of 7.00% resulting in a DPR of 0.02808219% (corresponding APR of 10.25%). However, Purchases and Balance Transfer transactions are subject to a minimum DPR of (no minimum) (corresponding APR of (no minimum)), and a

maximum of (no maximum) (corresponding **APR** (no maximum)). Currently, the standard for transactions posting as Purchases and Balance Transfers is 0.02808219% (corresponding **APR** 10.25%).

**Variable Rate for "Advances":** To determine the standard variable rate for transactions posting as Advances, we will add the Index to a margin of 7.00% resulting in a **DPR** of 0.02808219% and a (corresponding **APR** of 10.25%). However, Advance transactions are subject to a minimum **DPR** of (no minimum) (corresponding **APR** (no minimum)), and a maximum **DPR** of (no maximum) (corresponding **APR** (no maximum)). Currently, the standard **DPR** for transactions posting as Advances is 0.02808219% (corresponding **APR** 10.25%).

**Introductory and Promotional Rates:** We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfers posted to your Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any

conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Disclosure Statement, a Penalty Rate due to an Adjustment Event (as indicated above).

**INTEREST CHARGE; Method of Computing Balance Subject to Interest Rate:** We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable **DPR** by the **ADB** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation. There is a minimum **INTEREST CHARGE** of (No Minimum) in any billing cycle in which an **INTEREST CHARGE** is due. As described above, this Disclosure Statement provides for the compounding of interest on your Account.

**Military Lending Protections:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For a verbal transcript of this disclosure, please call 1-800-444-1244.

**Paying Interest:** There is no interest-free period for transactions that post to the Account except as provided in any Offer Materials. Transactions are subject to interest from the date they post to the Account until the date they are paid in full.

**Advance Account Fees:** You agree to pay the following Account fees and **INTEREST CHARGES**:

(a) We may add an Advance Transaction Fee **INTEREST CHARGE** to the Advance balance of the Account for each Advance you obtain during a billing cycle in addition to the interest that accrues on the Advances. The Advance Transaction Fee imposed will equal the greater of either a percentage of each Advance or the minimum dollar amount, subject to the maximum dollar amount, shown in the table below.

CASH RECEIVED FROM	MINIMUM	PERCENTAGE OF CASH FEE	MAXIMUM
FINANCIAL INSTITUTION CASH EQUIVALENT	No Minimum	0.00%	No Maximum
ATM	\$20.00	4.00%	No Maximum
BALANCE TRANSFER	\$15.00	4.00%	No Maximum
CONVENIENCE CHECK	No Minimum	0.00%	No Maximum

**Account Fees:**

- (a) We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount you receive during the billing cycle, as outlined in any Offer Materials
- (b) Annual Membership Fee. There is no Annual Membership Fee on your Account.
- (c) We will add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account statement. The fee will be assessed as follows: the first time your payment is late, a Late Payment Fee of up to \$29.00 will be assessed. If another payment is late during the next 6 billing cycles, a Late Payment Fee of up to \$40.00 will be assessed.
- (d) There is no Overlimit Fee on your Account.
- (e) We will add a Returned Payment Fee to the Purchase balance of the Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection. The fee will be assessed as follows: the first time your payment is returned, a Returned Payment Fee of up to \$25.00 will be assessed. If another payment is returned during the next 6 billing cycles, a Returned Payment Fee of up to \$35.00 will be assessed.
- (f) We will add a Duplicate Documentation Fee of \$3.00 to the Purchase balance of the Account for each copy of a monthly statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred.
- (g) We may add a (No Fee) service charge to the Purchase balance of the Account if you call us to make a payment on your Account and are assisted by a Cardmember Service Representative to make the payment. You will be provided with confirmation of the service charge before the payment transaction is authorized.
- (h) We will add a Stop Payment Check Fee of \$35.00 to the Purchase balance of your Account if you request a stop payment on a Convenience Check. (See "Paying and Stopping Payment on Convenience Checks" section above for more details.)
- (i) We will add an Overdraft Fee **INTEREST CHARGE** of (no fee) to the Advance balance of your Account, except where Offer Materials specify otherwise.

**Using Your Card for International Transactions:** You may use your Card for retail Purchases at foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described 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 transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted to U.S. Dollars according to the applicable rules established by Visa from time to time. Currently, the currency conversion rate used by Visa to determine the foreign currency transaction amount in U.S. Dollars is determined by multiplying the amount of the foreign currency transaction times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If your foreign transaction is in foreign currency prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of 3.00% of the Purchase transaction or 3.00% of the ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of .00% of the Purchase transaction or .00% of the ATM transaction. 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 not add a Foreign Transaction Fee **INTEREST CHARGE**. 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).

**YOUR BILLING RIGHTS**

Keep this document for future use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What to Do if You Find a Mistake on Your Statement**

If you think there is an error on your statement, call or write to us at:  
U.S. Bank National Association  
P.O. Box 6335  
Fargo, ND 58125-6335

If you wish to dispute a transaction over the phone, please call 1-866-411-2079 with the information listed below. Most inquiries or disputes can be corrected over the phone, but doing so does not preserve your rights.

In your letter or call, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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

**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. You understand and agree that, if your Account has been assigned, sold, or transferred to us, we, as the successor-in-interest, and our affiliates and agents, have your prior express consent to call you using prerecorded or artificial voice message calls, text messages, or an automatic telephone dialing system at any telephone number(s) you may have provided to any previous creditor(s), or which may have otherwise been associated with your Account prior to its assignment, transfer, or sale to us.