



## U.S. Bank Reserve Line of Credit Account Agreement

Interest Rate and Interest Charges	
Annual Percentage Rate	<b>21.9%</b>
Paying Interest	Your due date is 20 days after the close of each billing cycle. You will be charged interest from the transaction date. There is no grace period.

Fees	
Penalty Fees	
• Late Payment	<b>\$20</b>

How We Will Calculate Your Balance: We use a method called “average daily balance (including new transactions).” See the account agreement below for more details.

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

This U.S. Bank Reserve Line of Credit Account Agreement (“Agreement”) contains important disclosures applicable to your line of credit account at U.S. Bank (“Account”) and also sets forth the terms and conditions governing your Account.

**DEFINITIONS** – In addition to the defined terms above, the following terms are used throughout this Agreement:

- “Checking Account” means your U.S. Bank personal checking account to which your Account is attached.
- “Credit Limit” means the maximum amount of principal indebtedness that will we allow you to owe to us on your Account at any one time.
- “You” or “your” means each individual borrower on the Account, who is also the holder of the Checking Account. If there is more than one borrower, each borrower is responsible to repay us all amounts owed under this Agreement, regardless of which borrower incurred the debt.
- “We,” “us,” or “our” means U.S. Bank National Association.

**ACCEPTANCE** – Your use of the Account will constitute your acceptance of these terms and conditions. In addition, even if you do not use the Account, this Agreement is effective unless you contact us to cancel your Account within 30 days after receipt of this Agreement.

**OBTAINING ADVANCES ON YOUR ACCOUNT** – You may request an advance on your Account in the following ways, with each such advance to be deposited into your Checking Account: (1) via the U.S. Bank mobile app; (2) via online banking at **usbank.com**; (3) by calling U.S. Bank 24-Hour Banking at 1-800-872-2657; (4) via an ATM; (5) by visiting a U.S. Bank branch location; or (6) such additional access methods as we may make available to you from time to time. Your access to your Account is also subject to any limits on your ability to access your Checking Account as well. For example, your ATM daily withdrawal limit will indirectly limit your access to your Account by that advance method. In addition, your Account is linked with your Checking Account as part of an Overdraft Protection Plan. You may obtain an “Overdraft Protection Advance,” which is an advance of funds to your Checking Account from this Account to help cover overdrafts on your Checking Account. Any Overdraft Protection Advance will post and be charged interest as an advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, “Your Deposit Account Agreement”) for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel Overdraft Protection Advance privileges and the ability to advance under your Account, but your Account will remain open until it is paid in full.

**CREDIT LIMIT** – We will provide you with a separate written notice of your Credit Limit. If you request an advance that, if honored, would cause you to exceed your Credit Limit, we are not required to honor your request, but we may do so in our sole discretion. If we exercise this discretion, it will not increase your Credit Limit, and you agree to immediately repay any amount we advance in excess of your Credit Limit. If you fail to do so, this amount will be added to the minimum payment shown on your next statement.

**CREDIT REVIEW** – For as long as your Account remains open, we may periodically review your creditworthiness. In performing this review, we may review your credit reports and any other credit information that we believe to be relevant. You agree to promptly provide, at our request, any information regarding your financial condition that we reasonably believe is appropriate for purposes of our review. We reserve the right to periodically re-evaluate your Account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your Credit Limit, or suspend or terminate access to your Account, at any time in our sole discretion.

**INTEREST RATE AND INTEREST CHARGES** – We will charge interest on all amounts advanced on your Account, including any advances made pursuant to an Overdraft Protection Plan, beginning on the date of each such advance at a daily periodic rate of 0.06%, which corresponds to an ANNUAL PERCENTAGE RATE of 21.9%. There is no “grace period,” which means there is no period of time in which you may repay an advance without incurring interest. We use the average daily balance (including new transactions) method to calculate the amount of interest you must pay on your Account. This method of calculating interest uses the following formula: multiplying your Average Daily Balance by your daily periodic rate, and then multiplying that product by the number of days in the billing cycle. In applying this formula, “Average Daily Balance” is determined by adding your outstanding principal Account balance (including new transactions and deducting any payments or credits) for each day in the billing cycle, and then dividing that sum by the number of days in the billing cycle.

**PAYING YOUR ACCOUNT/AUTOMATIC PAYMENT** – Your Account has a monthly billing cycle. For each billing cycle, we will deliver a statement for your Account containing the information required by federal law. Each month, you must pay at least the minimum payment by its due date, both of which will be shown on your statement, and you hereby authorize us to automatically withdraw the minimum payment from your Checking Account on its due date. You may, at your option, pay an amount greater than the minimum payment to reduce or avoid future interest charges. We will calculate your minimum payment as follows: the greater of (1) \$25 or your remaining Account balance, if less, or (2) 1% of your outstanding principal Account balance, plus accrued interest and fees. Any amounts advanced in excess of your Credit Limit will be added to your monthly minimum payment as described above (see CREDIT LIMIT).

**PAYMENT POSTING ORDER** – Each payment you make on your Account will be applied in the following order: (1) accrued interest charges; (2) fees owed under the terms of this Agreement (for example, late payment fees); and (3) your outstanding Account balance.

**LATE PAYMENT FEE** – You will be charged a late payment fee of \$20.00 if you do not pay (or, in the case of automatic withdrawals, your Checking Account lacks sufficient funds to pay) the minimum payment reflected on your statement on or before its due date.

**EVENTS OF DEFAULT** – To the extent permitted by applicable law, you will be in default if any of the following events occur: (1) you fail to make any payment in full when due (or within such additional time as may be required by applicable law); (2) you die or are declared incompetent; (3) our prospect of payment is significantly impaired; or (4) any information you provide or representation you make in connection with this Account, including your application, is false or misleading.

**REMEDIES** – If one of the events of default listed above occurs (see EVENTS OF DEFAULT), we may exercise all rights provided to us by applicable law and this Agreement. You also understand and agree to the following: (1) we may declare your entire Account balance to be immediately due and payable; (2) we may suspend or terminate your ability to obtain future advances on your Account; and (3) we may set off amounts owed under this Agreement from your accounts with U.S. Bank National Association. If applicable law requires that we provide you with notice of default and an opportunity to cure before exercising any right or remedy, we will provide you with that notice. If you are in default and we choose not to exercise a remedy, we do not lose the right to treat the event as a default if it happens again.

**COSTS OF COLLECTION** – To the extent permitted by applicable law, you agree to pay the costs we incur to collect any amounts owed to us under this Agreement—including reasonable attorneys’ fees—in the event of your default.

**CANCELING YOUR ACCOUNT** – We may terminate your ability to obtain future advances on your Account at any time, for any reason or no reason at all, by providing you with such written notice as required by law. You may cancel your Account by notifying us by telephone at 1-800-872-2657. If the Checking Account is held by more than one individual, we will honor a request by any Checking Account holder to cancel your Account. After your Account is cancelled, whether by you or us, you will not be able to obtain additional advances and all amounts outstanding on your Account will be due and payable without notice or demand from us.

**AMENDMENT** – We may amend this Agreement at any time by providing you with written notice at least 15 days (or such longer period as required by law) in advance of the effective date of the amendment. Where permitted by law, any amendment will apply to all existing and future balances.

**ASSIGNMENT** – We may assign, sell, or transfer your Account and amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect unless and until amended, and any references made in this Agreement to “we,” “us,” or “our” will refer to the creditor to which we assigned, sold, or transferred your Account or amounts owed under your Account. You may not delegate your obligations and responsibilities to us to any third party without our express written consent.

**DELAY IN ENFORCEMENT** – We can delay enforcing our rights under this Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Agreement without releasing any other.

**CONSUMER REPORT DISPUTES** – If you believe we have inaccurately reported information on your credit history to a consumer reporting agency, you may submit a dispute by calling 1-844-624-8230 or by writing to: U.S. Bank, Attn: CBDH, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address, and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

**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.

**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 related to your use of any of the digital services we make available to you through our website, online banking platforms, and mobile apps; and (4) Claims that relate to the formation, 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.

**Arbitration:** The party initiating arbitration must initiate such arbitration with the American Arbitration Association (“AAA”). If AAA 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 comparable substitute organization.

**Small Claims Jurisdiction:** If a party’s Claim is within the jurisdiction of the small claims court where you reside, either party may at any time choose to take the Claim to that court instead of arbitration. The party may take the Claim to small claims court without first filing in arbitration or, after a case is filed in arbitration, a party may send written notice to the opposing party and the arbitration forum that it wants the Claim decided by a small claims court. After receiving the notice, the arbitration forum shall administratively close the case.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator. Except as modified by this RESOLUTION OF DISPUTES BY ARBITRATION provision, AAA shall administer arbitration in accordance with AAA’s Consumer Arbitration Rules. AAA’s Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll free).

At the time of initiating arbitration, the party seeking to initiate arbitration must provide the other party with the demand for arbitration and identify the account holder(s) and account(s) at issue, including the account number(s), and provide a short and plain statement of the claims asserted and the relief sought. The parties agree that Federal Rule of Civil Procedure 11 shall apply to the arbitration proceeding, including that the claims and relief sought are neither frivolous nor brought for an improper purpose.

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 under applicable law, including relief contemplated under Federal Rule of Civil Procedure 11. 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 or 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 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 any Claim brought in arbitration will be brought on an individual basis only. 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 under applicable law a claim, remedy, or request for relief cannot be compelled to arbitration, then that claim, remedy, or request for relief shall be severed and may be brought in a court of competent jurisdiction under this Agreement after arbitration and all appeals are concluded. The remaining claims, remedies, or requests for relief shall be submitted to arbitration consistent with the terms of this provision. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**Arbitration Costs:** The parties will be responsible for the costs of arbitration as set forth in the rules of the applicable arbitration forum and subject to applicable law. To the extent allowed by applicable law, our agreements, and the rules of the applicable arbitration forum, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party. Otherwise, each party will pay its own attorney, expert, and witness fees.

**Applicable Law:** You and we agree that 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 my account relationship apply. No state statute pertaining to arbitration shall apply.

**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. If you are a "covered borrower" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232, this entire RESOLUTION OF DISPUTES BY ARBITRATION provision shall not apply to you.

**LITIGATION CLASS ACTION WAIVER – To the extent a Claim is not submitted to arbitration for any reason, you and we agree that any Claim filed in court will be brought on an individual basis only. You and we agree not to participate in any class action, private attorney general action, or other representative action for any Claim filed in court by any party. If you are a "covered borrower" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232, this LITIGATION CLASS ACTION WAIVER provision shall not apply to you.**

**GOVERNING LAW –** We are a national banking association located in Ohio. The interest rate, fees, and related charges that we can charge on your Account are governed by the laws of the state of Ohio and applicable federal law, regardless of where this Account is opened or where you live.

**STATEMENT OF MILITARY ANNUAL PERCENTAGE RATE –** 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). If you have any questions regarding this disclosure or would like to have the required Military Lending Act disclosures provided to you in a verbal manner, please feel free to contact us at 1-800-444-1244.

**DISCLAIMER OF ORAL AGREEMENTS – Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Note, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

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**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, write to us at:

U.S. Bank  
P.O. Box 64991  
St. Paul, MN 55164-9505

In your letter, 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.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.