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

THE CARD

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

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

UNAFFILIATED VENDORS

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

AMENDING THIS AGREEMENT

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

NO WAIVER

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

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

GOVERNING LAW

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

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

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

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

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

BILLING STATEMENT

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

FEES

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

- Annual fee: it appears on statements.
- Cash-advance fee: percentage of the cash advance amount, up to 2.75%.
- Late-payment fee: a percentage of the past-due amount, up to 2.5%. U.S. Bank may charge you an additional late-payment fee in each statement until the past-due amount is paid in full.
- Returned payment fee: $30 for a payment that cannot be processed or is not otherwise honored by U.S. Bank.
- Statement fee: $9 for an additional paper copy of a statement.

MAKING PAYMENTS

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

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

CASH ADVANCES

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

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

The amount of a cash advance (plus a cash-advance or convenience-check fee) will appear on your next statement. To obtain a cash advance, use the personal identification number (PIN) you set for the card. Take reasonable steps to keep your PIN confidential—you will be liable to U.S. Bank if you disclose your PIN to someone who uses it to obtain a cash advance without your permission.

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

FOREIGN TRANSACTIONS

If you use the card to make a purchase or other transaction in a currency other than U.S. dollars, the foreign transaction will be converted into U.S. Dollars at the exchange rate established under applicable rules of the network. Your Commercial airline foreign exchange rates are set by the airline. The exchange rate in effect when the foreign transaction is processed may differ from the rate in effect on the date of the Foreign Transaction or the date of the posting to your account. The amount of the foreign transaction in U.S. Dollars will be the amount of the foreign currency in effect on the applicable processing date multiplied by (i) a rate selected by the network from the rates available in wholesale currency markets for the applicable processing date (this rate may vary from the network itself receives); (ii) the government mandated rate; or (iii) the rate established by commercial airlines. A foreign transaction fee of up to 3% will be included within the U.S. dollar amount that appears on your statement.

BEING IN DEFAULT

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

If you’re in default, then in addition to any other remedies it has under law, U.S. Bank may limit or prevent further activity on your account. If you’re in default, at the request of your employer, we may track you on your account. If you don’t do so, you will be liable for U.S. Bank’s collection costs and expenses, including attorneys’ fees.

U.S. Bank may sell or otherwise transfer to another creditor your account and U.S. Bank’s rights and obligations under this agreement.

CANCELING THE CARD

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

If you use the card or your account after you have been notified that the card has been canceled, that use might constitute fraud and might result in legal action against you. If the card is canceled, that will not affect your liability for amounts you owe under this agreement. If the card is canceled, you must cancel all items billed on a recurring basis to your account.

RENEWAL AND REPLACEMENT CARDS

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

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

U.S. Bank might give your employer—and that might mean your direct supervisor—information about how you use the card and your account, including information about your use of the card to time payroll requests you owe under this agreement. U.S. Bank might ask your employer for information about you and about how you use the card and your account. You don’t need to talk about your job, whether you work, and whether your employer reimburses charges you make to your account. To facilitate processing of international transactions requests by you or your employer, U.S. Bank might transfer to merchants, processors, and service providers information about how you use the card and your account.

INFORMATION ABOUT YOUR CREDIT HISTORY

You acknowledge that U.S. Bank might obtain information from credit reporting agencies about your credit rating. This information may be used in connection with your account.