IMPORTANT This agreement was updated November 2, 2016 and may be different than the agreement in your Temporary Card package. If the Cardholder Agreement in your Temporary Card Package is dated before November 2, 2016, please be sure to review this agreement and note some of the following changes:

- Cardholder Services Phone Number & Mailing Address changed. For questions on your Temporary Card call 888-853-9452. For questions on your Personalized Card call 888-853-9480 or mail us at P.O. Box 551667 Jacksonville, FL 32255.

- Transaction Limits were updated and may impact how you use your Personalized Card. Fees did not change. See Transaction Limitations within the Schedule of Fees at the end of this Agreement for details.

05900-30-001

1-2-3 REWARDS® Prepaid Debit Card Cardholder Agreement
(Effective Date 11/2/2016)

This 1-2-3 REWARDS® Prepaid Debit Card Cardholder Agreement ("Agreement") sets forth the terms and conditions of your 1-2-3 REWARDS® Prepaid Debit Card, which includes both the temporary 1-2-3 REWARDS® Prepaid Debit Card that you purchased at a Kroger Family of Companies location ("Temporary Card"), as well as the personalized version of your 1-2-3 REWARDS® Prepaid Debit Card ("Personalized Card"). Your Card has the U.S. Bank and Visa® or U.S. Bank and MasterCard® Brand Marks (1-2-3 REWARDS® Prepaid Debit Visa® Card or 1-2-3 REWARDS® Prepaid Debit MasterCard® Card.)

Please read this Agreement carefully and keep it for your records. Your Temporary Card and/or Personalized Card (collectively "Card") are national bank products issued by U.S. Bank National Association being sold by its authorized sales agents, The Kroger Co., at Kroger Family of Companies locations as set forth in Section 28. In this Agreement, the words "you" and "your" mean the individual who purchased a Temporary Card or to whom we issue a Personalized Card. "We," "us" and "our" mean U.S. Bank National Association, the issuer of your 1-2-3 REWARDS® Prepaid Debit Card and our successor, affiliates and assigns. "Our Mail Address" means P.O. Box 551667 Jacksonville, FL 32255. The 1-2-3 REWARDS Program (the "Rewards Program") is a benefit of the Card and is provided by The Kroger Co. The Card, including the 1-2-3 REWARDS Program features described in this Agreement, are sometimes referred to herein as the "Card Program." A "transaction" means any use of the Card to make a purchase, pay a bill online, redeem rewards, transfer funds, obtain cash, load, or reload. For purposes of this agreement, the term "inactive" means that there have been no transactions on the Card as defined herein. THIS IS NOT A GIFT CARD. 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 Provision section carefully.

1. Your Agreement. By activating, using, or allowing another person to use the Temporary Card or your Personalized Card, 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 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card. Upon cancellation of your unused and unactivated Card, we will refund the value on the Card by check and not deduct any fees (we will not refund any applicable purchase fee).

2. Description of Your Card. The Card is a Visa or MasterCard branded prepaid 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 on the Card. Your Card is NOT interest-bearing. The funds you have loaded on your Temporary Card are not insured by the Federal Deposit Insurance Corporation ("FDIC") or any state or federal agency unless the Card is registered by you at www.KPFprepaid.com or by calling 888-853-9452; however, the funds loaded onto your Personalized Card are insured by the FDIC up to the maximum allowed by law. With the Personalized Card, you can withdraw cash from certain eligible ATMs (no ATM cash withdrawals permitted on a Temporary Card). Visit www.KPFprepaid. com for participating ATM networks. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card.

3. Activating Your Temporary Card. The one-time load to a Temporary Card may be made only at the time of purchase at a participating Kroger Family of Companies location in a minimum amount of $10, and a maximum of $500. A Temporary Card is non-reloadable. Your Temporary Card can only be used to pay for purchases anywhere Visa or MasterCard debit cards are accepted in the U.S.A. and cannot be used for cash withdrawals. Funds are available for your use immediately (unless you are notified otherwise on your purchase receipt) after you activate your Temporary Card by calling us toll-free at 888-853-9452 or by going online to www.KPFprepaid. com. You must have your Temporary Card with you when you call to activate. If you have not activated your Temporary Card or have not used all funds on the Card by the "valid thru" date printed on the Card, please contact us toll-free at 888-853-9452 for further instructions. After you activate your Temporary Card, you should convert your Temporary Card to a Personalized Card as set forth in Section 4 to obtain the benefits associated with the reloadable Personalized Card. If your conversion to a Personalized Card cannot be accepted, you will be notified immediately and, unless otherwise required by law, your Temporary Card will remain active until the funds have been exhausted, or we cancel or suspend your Temporary Card pursuant to this Agreement.

Registering Your Temporary Card for Online Transactions. Prior to using the Temporary Card for online transactions, you must register it by going online to www. KPFprepaid.com or by calling 888-853-9452. You must have your Temporary Card when you call to register. We may refuse to register your Temporary Card in our sole discretion.

Personal Identification Number (" PIN") Purchases with Your Temporary Card. When you activate your Temporary Card you will be required to select a PIN that you can use for making purchases where entering a PIN is allowed. The Temporary Card and PIN are provided for your use and protection, and you will:
(a) Not disclose the PIN nor record it on the Temporary Card or otherwise make it available to anyone else.
(b) Use the Temporary Card and the PIN as instructed (Temporary Card cannot be used to obtain cash).
(c) Promptly notify us of any loss or theft of your Temporary Card or PIN (see Your Liability for Unauthorized Use of Your Card, or PIN).
(d) Be liable for any transactions made by a person you authorize or permit to use your Temporary Card and/or PIN. If you permit someone else to use your Temporary Card, we will treat this as if you have authorized this person to use your Temporary Card and you will be responsible for any transactions initiated by such person with your Temporary Card.

4. Converting your Temporary Card to a Personalized Card. Call us toll-free at 888-853-9452 or online at www.KPFprepaid.com to convert your Temporary Card to a Personalized Card. To properly validate your identity and confirm that you are at least 18 years of age, you will be asked to provide your:

- Name
- Physical address
- Date of birth
- Social Security number

You will be notified immediately if we are unable to confirm your identity. Additional approved documentation may be provided and reviewed. Ultimately, if we are unable to confirm your identity, we cannot issue you a Personalized Card. Only up to two Personalized Cards will be issued to a customer.

Why We Ask for Your Personal Information. 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 will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

5. Activating Your Personalized Card. When you receive your Personalized Card in the mail, you will need to activate it by calling us toll-free at 888-853-9480 or visiting www.KPFprepaid.com. The amount remaining on the Temporary Card will then be transferred automatically to your Personalized Card, and you will no longer be able to use the Temporary

Card. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card account is in good standing and you have available funds on the Card, we will issue you a new Personalized Card upon expiration.

Personal Identification Number (PIN) Purchases with Your Personalized Card. When you activate your Personalized Card you will be required to select a PIN. The Personalized Card and PIN are provided for your use and protection, and you will:
(a) Not disclose the PIN nor record it on the Personalized Card or otherwise make it available to anyone else;
(b) Use the Personalized Card and the PIN as instructed;
(c) Promptly notify us of any loss or theft of your Personalized Card or PIN (see Your Liability for Unauthorized Use of Your Card or PIN); and
(d) Be liable for any transactions made by a person you authorize or permit to use your Personalized Card and/or PIN. If you permit someone else to use your Personalized Card, we will treat this as if you have authorized this person to use your Personalized Card and you will be responsible for any transactions initiated by such person with your Personalized Card.

6. Use of Your Personalized Card. You may use your Personalized Card for the following transactions:

- To pay for purchases everywhere Visa or MasterCard Prepaid Debit Cards are accepted worldwide. Your Personalized Card may be used to make purchases and to obtain cash back when you make a purchase at any of the participating Kroger Family of Companies or other merchants that accept 1-2-3 REWARDS® Prepaid Debit Cards (though some merchants may not provide cash back). To obtain cash back select “debit” at the merchant terminal and enter your PIN.
- To transfer funds to another 1-2-3 REWARDS Cardholder’s Personalized Card.
- To receive a teller cash withdrawal at a financial institution that accepts Visa or MasterCard Prepaid Debit Cards.
- To perform transactions or obtain cash from an automated teller machine (ATM) that accepts Visa or MasterCard Prepaid Debit Cards.

7. Loading Funds to Your Personalized Card. You may reload additional funds onto your Personalized Card after it is successfully activated either by telephone or at our website:

- By Direct Deposit from your employer of your salary or wages and from other sources.
- With cash (not cards or checks) by swiping your Personalized Card in any Kroger Family of Companies checklane.
- By a transfer from another personalized 1-2-3 REWARDS Personalized Card or a ReCharge Card™.
- By adding funds through a participating third-party reload network.

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

Direct Deposit. You may add funds to the Card by authorizing an electronic deposit to your Personalized Card from your employer or entity you authorize to deposit funds to the Card ("Direct Deposit") up to the limits described in the Transaction Limitations section of the Schedule of Fees included with this Agreement. To activate Direct Deposit, visit www.KPFprepaid.com to print a Direct Deposit enrollment form. You must provide this completed form to your employer or other authorized entity. If your employer does not offer Direct Deposit, you will not be able to add funds via Direct Deposit. 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 www.KPFprepaid. com or call 888-553-9480. 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 Personalized Card, you must contact your employer or other authorized entity.

Swipe Reload. You may load cash to the Card at participating Kroger Family of Companies check lanes up to the limits described in the Transaction Limitations section of the Schedule of Fees included with this agreement. 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 your use immediately (unless you are notified otherwise on your receipt.)

Card-to-Card Transfers. You may transfer available funds on your Personalized Card to another 1-2-3 REWARDS Personalized Card by visiting our website at www. KPFprepaid.com or calling us at 888-853-9480. Money that is sent from another Personalized Card to your Personalized Card is automatically credited to your Card provided that such amount would not cause your Card to exceed the limits described in the Transaction Limitations section of the Schedule of Fees included with this Agreement. Funds transferred through a card-to-card transfer will be available as soon as you have successfully completed the transfer transaction.

ReCharge Card™. The ReCharge Card is a national bank product issued by U.S. Bank National Association. It is NOT a bank deposit account, debit card, or charge card. The funds you have loaded on your ReCharge Card are not FDIC insured. The ReCharge Card can only be used by you to reload your Personalized Card and has no other transaction capabilities. The ReCharge Card has no expiration date, however, any funds that you have not transferred from a ReCharge Card to your Personalized Card will be assessed a **$2** monthly inactivity fee against such remaining balance on the ReCharge Card following 12 months of inactivity on your Re-Charge Card until your balance reaches zero. You must load the entire balance on a ReCharge Card to your Personalized Card at one time. Funds transferred through a ReCharge Card transfer will be available as soon as you have successfully completed the transfer transaction by calling our customer service line at 888-853-9480 or visiting us online at www.KPFprepaid.com.

Participating Third-Party Reload Networks. You may add funds to the Personalized Card through participating third-party reload networks. You can get information on participating reload networks by visiting www.KPFprepaid.com or calling 888-853-9480. Please note that if you reload your Personalized 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 Personalized 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.

8. Important Information About Using Your Temporary and Personalized Card.
Holds Upon Authorization. Transactions with some merchants – restaurants, car rental agencies, 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 an amount greater than your purchase then your transaction will be declined. If the transaction is authorized, these funds will not be available for other purchases. The authorization amount will be held until the transaction posts to your account. This 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.

Split Transactions. If you do not have enough money on your Card to complete a particular transaction, you may split your purchases between your Card and another credit or debit card or cash. Tell the cashier how much you want to pay first with your Card.

Rescinded Transactions. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be subtracted from your Card balance for up to ten (10) days.

Failure to Honor. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

9. No ACH Payment/Transfer. Do not attempt to make an automated clearing house (ACH) payment/transfer out of your Personalized Card using the underlying account number of your Personalized Card (this number is printed in your Personalized Card materials, but is separate from the Personalized Card number which you use to make ordinary Personalized Card purchases). If you do so, we may close your Personalized Card. The underlying account number of your Personalized Card is to be used only to enable ACH direct deposits onto your Card (payroll direct deposits, etc.).

10. Preauthorized Payments.
Right to Stop Payment and Procedure for Doing So. If you have preauthorized payments with your Card, you can stop any one of these payments. Here's how: Call us at 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card, or write us at Our Mail

Address P.O. Box 551667 Jacksonville, FL 32255 in time for us to receive your request three (3) business days or more before the next preauthorized 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.
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 for 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.
Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of the payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

11. Payment. Each time you use your Card, the amount of the transaction will be debited from the Card. You may not be allowed to exceed the available balance on your Card by any individual purchase or series of purchases. Nevertheless, if you make a purchase that exceeds the balance on your Card (an “Overdraft”) you will remain fully responsible for the amount of your purchase or withdrawal that exceeded the balance available on your Card, and you agree to immediately repay to us for all overdrafts. If you fail to do so, we shall have the right to initiate collection proceedings against you in compliance with applicable law. We reserve the right to automatically debit overdrafts from any subsequent credits to the Card or any other account you have with us.

12. Your Responsibilities. In addition to your responsibilities outlined elsewhere in this Agreement, you are responsible for the following:
• You must maintain value on the Card to pay for each transaction and all applicable fees. If you attempt a transaction for more than the value available on the Card, the transaction may be declined.
• You agree that we may deduct the amount of your transactions and applicable fees, and any other amounts you owe us in connection with any Temporary Card or Personalized Card, directly from the balance of the Card.
• You must pay us immediately on demand if, for any reason, the Card does not have a sufficient balance to cover the amount of a transaction and any amounts owed to us.
• You are not permitted to resell the Card.You will not use the Card in an illegal reload or purchase transaction or Internet gambling transaction.
• You will use your Card and PIN, as well as any ATM, only as instructed.
• You will take reasonable steps to protect the security and confidentiality of the PIN you select for the Card. Your PIN number should never be shared with anyone.
• You will notify us right away if you believe the Card or PIN has been lost or stolen or that someone has used or may use the Card or PIN without your per mission. You can notify us by calling 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card or writing to us at Our Mail Address P.O. Box 551667 Jacksonville, FL 32255.

13. Your Liability for Unauthorized Use of Your Card or PIN. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic funds transfer has been performed without your permission. Telephoning is the best way of notifying us and keeping possible losses down. You may contact us by calling us toll-free at 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card or by writing us at Our Mail Address P.O. Box 551667 Jacksonville, FL 32255. For Temporary Cards you will be required to provide your name, address, Temporary Card number, the original value and transaction history.

Zero Liability. You are generally protected from all 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

14. Error Resolution. In case of errors or questions about your electronic transfers on the Card, call us at 1-888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card, or write us at: Our Mail Address P.O. Box 551667 Jacksonville, FL 32255, Attn: Error Resolution Department, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 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. You may request a written history of your transactions and reloads at any time by calling us at 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card or writing us at Our Mail Address P.O. Box 551667 Jackson-ville, FL 32255. Whether calling or writing you must:

(a) tell us your name and Card number;
(b) tell us the date on which the transaction occurred;
(c) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
(d) tell us the dollar amount of the suspected error.

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 credit your Card 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 the Card.

For errors involving a new Card (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 a new Card, we may take up to 20 business days to credit the Card for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we issued a provisional credit to you and there was no error, the amount of that provisional 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. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

15. Fees and Transaction Limits. Under some situations, you will be charged fees for using your Card. We will charge you and you agree to pay the fees and charges (collectively "Fees") described on the Schedule of Fees included in this Agreement. Fees are subject to change from time to time. You will receive prior notice of Fee increases as required by applicable law. Fees will be deducted automatically from the Card balance until your Card balance reaches zero. Without limiting the generality of the foregoing, you agree that we may deduct an inactivity fee as permitted by law and described in the Schedule of Fees. Please visit us at www.KPFprepaid.com for a current Schedule of Fees. Transaction limitations are displayed under the Schedule of Fees 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.

16. Returns and Refunds. If you use the Card and are entitled to a refund from a merchant for any reason, you agree to accept a credit from the merchant to the Card, instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes about purchases you make using the Card with the merchant who honored the Card. Disputes with a merchant are subject to that merchant's policies and applicable law. We are not responsible for the delivery, quality, safety, or legality of goods or services that you purchase from others with the Card.

17. Sharing Information About You. We will disclose information to third parties about your Card or the transfers you make: i) Where it is necessary for completing transfers; ii) In order to verify the existence and condition of your Card 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.

18. Obtaining Card Information.

A. You may obtain your Card balance and review recent Card activity by calling 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card. This information, along with at least a 60-day history of Card transactions and reloads, is also available online at www.KPFprepaid.com. You also have the right to obtain a 60-day written history of Card transactions and reloads by calling 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card, or by writing us at Our Mail Address P.O. Box 551667 Jacksonville, FL

32255. You can make balance inquiries at participating ATMs for your Personalized Card, subject to applicable fees, or by calling us toll-free at 888-853-9452 for your Temporary Card or 888-853-9480 for your Personalized Card or visiting us online at www.KPFprepaid. com.
B. You can get a receipt at the time you make any transaction or load with the Card at an ATM or point-of- sale terminal if it is functioning properly.

19. Periodic Statements for Personalized Cards. You may ask to receive periodic paper statements for your Personalized Card by calling us at 888-853-9480 or visiting us online at www.KPFprepaid.com and you will be charged for paper statements in accordance with the Schedule of Fees in this Agreement until paper statements are turned off by you.

20. Mobile Alerts for Personalized Cards. You may elect to receive electronic notifications ("Alerts") relating to your Personalized Card by signing up online at www. KPFprepaid.com or by calling 888-853-9480. 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 Personalized Card. You may elect to receive Alerts relating to specific transactions on your Personalized Card. Once you have logged in, you may choose which Alerts you would like to receive, the Personalized Card(s) to which the Alerts will relate, 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. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. You may manage or delete your Alerts online at www.KPFprepaid.com. 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 Personalized Card account statements or any other communications we may provide to you regarding your Personalized Card. You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts. By 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 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.

21. Our Liability with Respect to the Card. 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:
(a) if, through no fault of ours, you do not have enough money available on the Card to make

the transaction; (b) if the ATM, bank, or merchant where you are trying to obtain cash does not have enough cash; (c) if the system, ATM or POS terminal was not working properly and you knew about the breakdown before you started the transaction, load, or reload; or (d) if the failure was caused by an Act of God, fire or other catastrophe, or by an electrical or computer failure or if any other cause beyond our control shall prevent or delay the transaction, load, or reload from being completed, despite reasonable precautions that we have taken.

22. Foreign Transactions.

For Visa Cards.

You may use your Personalized Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. 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 Visa rules, in which case we will assess the “foreign fee” described below on 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 Personalized Card. If you use your Personalized 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 into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable cen-tral 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 you use your Personalized 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. If you use your Personalized 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). We will assess a “foreign fee” of 1% times the resulting dollar amount. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

For MasterCard Cards.

You may use your Personalized Card for retail purchases at foreign (outside the United States) 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. If you use your card at a foreign merchant or foreign ATM that bears these 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 will assess a “foreign fee” of 1% times the resulting dollar amount. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

23. Cancellation; Termination; Expiration. If you want to cancel the Card, please call our customer service line at 888-853-9452 for your Temporary Card or 888- 853-9480 for your Personalized Card. Cancellation of your Card will not affect any of our rights or your obligations arising under this Agreement before the Card was canceled. 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 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.

24. Changes; Waiver, Other Conditions. We reserve the right to change, delete or add to this Agreement and to apply any such modification to a Card and to any available balance on the Card. We will provide you notice of modification to the extent required by applicable law. However, if the change is made for security purposes, we can implement such modification without prior notice. Please visit us at www.KPFprepaid.com for our current terms and conditions. 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.

25. Additional Terms.
(a) Our business days are Monday through Friday, except for federal holidays.
(b) You authorize us, or our agents, to record or monitor your customer service calls with us and our servicers or agents.
(c) You will notify us promptly if you change your address or telephone number.
(d) We may transfer any of our rights or obligations to you under this Agreement; however, you may not transfer any of your rights or obligations hereunder.
(e) If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable.

(f) This Agreement constitutes the entire agreement between you and us relating to the Card and supersedes any other prior or contemporaneous agreements between you and us.
(g) Use of a Card is subject to all rules and customs of Visa and MasterCard and any other clearinghouse or network involved in the transaction, load, or reload.
(h) The Card program is void where prohibited by law.
(i) We do not waive any of our rights by delaying or failing to exercise any of our rights or remedies at any time.
(j) Kroger Family of Companies shopper's card number is printed on the back of your Personalized Card.

26. ARBITRATION APPLICABLE TO THE CARD.

Arbitration of Dispute.

(a) You agree that either you or we can choose to have binding arbitration to resolve any claim, dispute or controversy between you and us that arises from or relates to this agreement or your Card and account (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in a small claims court, if arbitration is chosen by any party, the following will apply:

(1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT, OR TO HAVE A JURY TRIAL ON A CLAIM OR TO ENGAGE IN PREARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.
(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.
(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.
(5) Other rights that you would have if you went to court might also not be available in arbitration.

(b) The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties, or if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for $250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www. adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will

advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
(c) This Arbitration Provision shall survive termination of this Agreement and your Card and account. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

27. Contact Policy. By providing us with any telephone number used for a mobile or other wireless device now or in the future, including a number that you later convert to a cell phone 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 for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

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

28.1 Determination of Rewards Coupons and Rewards Levels. The amount of your Personalized Card purchases for The Kroger Co. in-store purchases, nonin- 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.KPFprepaid.com. For purposes of earning Rewards points, your Card functions as both a Kroger Family of Companies Shoppers Card and a Personalized Card.

28.2 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 Personalized 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).

28.3 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 account has been closed or is not in good standing, an Electronic Coupon will be available on your Personalized Card. You will 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.KPFprepaid.com or call 888-853-9480. 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 not transferable.

* You cannot earn nor redeem 1-2-3 REWARDS points/Electronic Coupons on purchases made at the Kroger Family of Companies Fuel Centers, on purchases of 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. 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/Bak-er’s/Gerbes, Abound, Bakery Fresh Goodness, Big K, Comforts for Baby, Comforts for Toddler, Check This Out, Fresh Selections by Kroger, HemisFares, Heri tage Farm, Home Sense, Luvsome, Peakfection, Pet Pride, Private Selection, P$$T…, Simple Truth, Simple Truth Organic, Wholesome @ Home. 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.

28.4 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 Re-wards 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.

28.5 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.

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

28.7 Choice of Law. The Kroger 1-2-3 REWARDS Program terms and conditions in this Section 28 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.

SCHEDULE OF FEES

We reserve the right to change the following Schedule of Fees 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.

Temporary Card Schedule of Fees

Fee Type	**Details**	**Fee Amount**
Initial Acquisition	Temporary Card purchased in Kroger Family of Companies. Fee is paid at time of purchase.	$3.00
Lost or Stolen Card Replacement	Card will arrive within 7-10 business days.	$4.95
Expedited Replacement Card Service	Card will arrive within 3-5 business days and you will be charged $15.05 for expedited service and $4.95 for L/S Card. (totaling $20)	$15.05
Monthly Inactivity Fee	Beginning on the 13th Month Following 12 Consecutive Months without a Transaction (as restricted under applicable state law). Not assessed if balance is $0.00.	$2.00/month
Customer Service	Contact Us at 888-853-9452.	NO FEE

Personalized Card Schedule of Fees

Fee Type		Details	Fee Amount
Initial Acquisition		Personalized Card available through a Temporary to Personalized conversion or online at KPFprepaid.com.	NO FEE
Monthly Maintenance Fee		This fee will not take your balance negative.	$3.00/Month
Add Money	Direct Deposit	Direct deposit from employer, Government or other source.	NO FEE
	Swipe Reload (Cash Reload)	Swipe reloads at participating Kroger Family of Companies. Fee is paid at the time of swipe.	$3.00
	Third Party Reload (includes but is not limited to Visa® Readylink and MasterCard® Repower)	Loads at participating retailers. No fee is assessed by U.S. Bank.	Varies by Retailer
	Card to Card Transfer	Transfer to/from another Personalized Card.	NO FEE
	ReCharge Card™	Performed as a Card to Card transfer. Fee is paid at time of purchase.	$3.00
Get Cash	ATM Withdrawal — In Network	“In Network” refers to MoneyPass® and Allpoint™ branded ATMs.	NO FEE
	ATM Withdrawal — Out of Network	“Out of Network” refers to all the ATMs outside of the MoneyPass® and Allpoint™ branded ATMs. You may be charged an additional fee by the ATM operator even if you do not complete a transaction.	$2.00

	ATM Withdrawal — International	“International” refers to all foreign ATMs. You may also be charged a fee by the ATM operator even if you do not complete a transaction.	$2.50
	Cash Back at Point of Sale	Get cash back at participating retailers.	NO FEE
	Teller Cash Withdrawal	Get cash back at a Financial Institution that accepts Visa or MasterCard Prepaid Debit Cards.	NO FEE
Spend Money	In the U.S.	Purchase transaction with signature or PIN.	NO FEE
	Foreign Transaction Fee (See Section 22)	Percent of the transaction amount for each purchase or ATM transaction at foreign merchants or ATMs. Fee is assessed even if there is no currency conversion.	1%
Get Info on Your Card	Customer Service	Contact Us at 888-853-9480.	NO FEE
	ATM Balance Inquiry — In Network	“In Network” refers to MoneyPass® and Allpoint™ branded ATMs.	NO FEE
	ATM Balance Inquiry — Other/International	Refers to all the ATMs outside of the MoneyPass and Allpoint branded ATM networks including international ATMs. You may be charged an additional fee by the ATM operator even if you do not complete a transaction.	$1.00
	Online Statements	Online Statements Statements available at KPFprepaid.com.	NO FEE
	2-Way Text Message Balance Inquiry	Standard messaging charges apply through your mobile carrier and message frequency depends on account settings.	NO FEE
	Email or Text Message Alert	Standard messaging charges apply through your mobile	NO FEE

		carrier and message frequency depends on account settings.	
	Paper Statements	Order paper statements by calling 888-853-9480.	$1.00/Statement
Other Fees	Lost or Stolen Card Replacement	Card will arrive within 7-10 business days.	$4.95
	Expedited Replacement Card Service	Card will arrive within 3-5 business days and you will be charged $15.05 for expedited service and $4.95 for L/S Card (totaling $20).	$15.05
	Account Closure Check Disbursement	In the event of legitimate account closure, we will issue remaining balance via check.	NO FEE

Transaction Limitations

The number and amount of individual credit and debits may never exceed the daily and monthly credit or debit limits. We may refuse to authorize a Card transaction if: (a) it would exceed the amount available for your use; (b) the card is reported lost or stolen; (c) we believe the card is counterfeit. Any load transaction that exceeds the Card maximum will be rejected or returned to the funder. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using the Card. A day is a rolling 24 hour period.

Your **Maximum Balance** at any point in time is **$10,000**		
Your **Maximum Daily Load Limit** is **$5,000** and **10 transactions** for your **Personalized Card** Your **Minimum Load Limit** for the **Temporary Card** is **$10** with a **Maximum Load Limit** of **$500**		
There are several ways you can load your Personalized Card. The following limits will apply:		
	Maximum Amount	**Maximum Transaction Count**
Direct Deposit	$5,000 per day	5 per day
$1,000 per day	$1,000 per day	3 per day
Card to Card (includes ReCharge™ Card)	$5,000 per day	2 per day

ReCharge™ Card (Card to Card)	$1,000 per day	2 per day
Participating Reload Networks (Reload Networks may have lower limits)	$1,000 per day	3 per day
Point of Sale Return	$5,000 per day	4 per day
Your **Maximum Daily Debit Limit** is **$5,000** and **20 transactions** per day and includes point of sale purchases, ATM Withdrawal, teller cash withdrawal, and card to card transfers. When you use your card anywhere Visa or MasterCard for purchases, the following limits will apply:		

Point of Sale Purchase (Personalized Card and includes Cash Back at participating retailers)	$2,525 per transaction	20 per day
Point of Sale Purchase (Temporary Card)	$500 per day	20 per day
You can take money off your Personalized Card at any ATM, through a Teller Withdrawal or or Card to Card transfer. The following limits will apply:		
ATM Withdrawal (your card may not be used in Jamaica and potentially other countries - (see Section 22)	$1,025 per transaction or $1,220 per day	3 per day
Teller Cash Withdrawal	$2,525 per day	3 per day
Card to Card	$2,500 per day	2 per day

The 1-2-3 REWARDS® Prepaid Debit Card is issued by U.S. Bank National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc. and MasterCard International Incorporated and is only available to residents of the United States. Kroger Personal Finance manages and administers the 1-2-3 REWARDS Program and the Cards are sold by The Kroger Co. as authorized sales agent for U.S. Bank National Association.