

U.S. BANK PREPAID ONLINE AND MOBILE FINANCIAL SERVICES AGREEMENT

(Effective 10/15/2018)

Welcome to U.S. Bank Prepaid Online Banking. The U.S. Bank Prepaid Online and Mobile Financial Services Agreement (“**Agreement**”) governs the use of all online banking services (“**Online Services**”) available on a computer through a traditional internet connection or on a mobile device through a mobile internet browser at www.krogerprepaid.com, or through our prepaid mobile banking application (Kroger Rewards Prepaid) available on Android or iPhone. Online Services include, but are not limited to, accessing prepaid account balance, prepaid account statements, transferring funds between eligible prepaid accounts (if applicable), and managing prepaid account alerts. Some Online Services are only available when accessed on a computer through a traditional internet connection. We also reserve the right to add or eliminate Online Services.

GENERAL TERMS

This Agreement is revised periodically and it may include changes from earlier versions. By accessing your prepaid account and engaging in other Online Services, you agree to the most recent version of this Agreement, which is available to you online at www.krogerprepaid.com.

This Agreement provides the terms and conditions that apply to your use of the various Online Services and is in addition to other prepaid account agreements and disclosures. For example, if you view your prepaid account statements online, the terms and conditions of your prepaid account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements between you and us that specifically address Online Services, this Agreement will control in resolving any inconsistencies between this Agreement and the terms in such other disclosure or agreement that also address Online Services.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement. The words “**we**,” “**our**,” and “**us**” mean U.S. Bank National Association, its affiliates, successors, and assigns (“**U.S. Bank**”).

The words “**you**” and “**your**” mean each prepaid account owner and anyone else with access to the prepaid account to perform the transactions or receive the services covered by this Agreement. If there is more than one owner, then these words mean each prepaid account owner separately, and all prepaid account owners jointly.

“**Service Providers**” means U.S. Bank, its affiliates, any processor or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

TERMS APPLICABLE TO ALL ONLINE SERVICES

ELIGIBILITY

To use the Online Services, you must:

- Be a U.S. Bank customer with an eligible prepaid account;
- Establish and maintain valid log-in credentials (including a personal ID and password) for Online Services; and
- Use the Online Services in accordance with the terms of this Agreement.

Use of certain Online Services may require additional prepaid accounts or other eligibility requirements.

PREPAID ACCOUNT ACCESS

A separate log-in credential is required for each eligible prepaid account. The log-in credential is used to access your prepaid account information and Online Services whether you log-in on our website or through our mobile application.

DATA SYNCHRONIZATION

We make every effort to ensure that your use of any of the Online Services is synchronized between the various access methods. There are some rare instances, however, where the information available through the Online Services may be delayed or different from the information that is available within the various Online Services access methods or through customer service. Additionally, some information available through customer service may not be immediately available via Online Services, or it may be described using different terminology. In the event of any discrepancies, the prepaid account information provided through customer service controls. You agree that neither we nor our Service Providers will be liable for any errors or delays in the content provided through the Online Services, or for any actions taken in reliance thereon.

SECURITY; YOUR ROLE IN PROTECTING YOUR ID AND PASSWORD

Security

As a U.S. Bank customer engaging in Online Services, you have chosen a personal ID and password which allows you access to Online Services. Information you provide in connection with Online Services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security, however, is partly contingent upon your responsible behavior in protecting your personal ID and password for Online Services. Please use maximum caution in protecting your personal ID and password.

Protecting Your U.S. Bank Personal ID and Password

You are responsible for keeping your personal ID and password confidential. You are also responsible for ensuring that you have logged out when your online banking session is complete to prevent unauthorized persons from using Online Services.

If you give anyone access to your personal ID and password, you agree that each person will be acting as your agent and on your behalf and will be bound by this Agreement and any separate agreement governing your prepaid account. Any arrangements between you and such other person are strictly between you, and we are not liable for such other person's access or actions. We may rely and act on all instructions received via our web sites using your personal ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you. You agree that any transaction that would otherwise require two or more signatures will not apply to Online Services.

Contact us at a number listed on the back of your prepaid card if:

- You would like to change, disable, or revoke your password; or
- You believe that your password or other means to access Online Services has been lost or stolen; or
- You believe that someone may attempt to use Online Services without your consent or has transferred money without your permission.

For additional information about unauthorized transactions, please see your cardholder agreement.

YOUR RESPONSIBILITY

Providing Personal Information

Your enrollment in Online Services may not be fulfilled if we cannot verify your identity or other necessary information. You agree to provide accurate and complete information about yourself and you agree not to misrepresent your identity. It is your sole responsibility, and you agree, to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made online or by calling us at a number listed on the back of your prepaid card. All changes made are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate prepaid account or contact information.

No Illegal Use

You may use Online Services (including U.S. Bank web sites and mobile applications) for lawful purposes only. You agree not to use any Online Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Online Services. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access Online Services. If using a computer, you will need Adobe Acrobat Reader version 7.0 (or higher) to view, print and/or save your online statements and legal notices. The latest version of Adobe Reader is available for free at www.adobe.com.

CELLULAR PHONE 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.

PRIVACY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using Online Services will be governed by the provisions of the U.S. Bank Privacy Policy, including the Consumer Privacy Pledge and the Online Privacy and Security Policy, which are available online at www.usbank.com/privacy. Personal information about you will be used for the purpose of engaging in Online Services as well as for U.S. Bank's internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). Unless you exercise the option to prohibit sharing information within the U.S. Bank family or with our financial partners as described in the U.S. Bank Privacy Policy, personal information about you may be used to determine your eligibility for financial products and services that may be offered by U.S. Bank, its affiliates and financial partners. We may also disclose information to third parties about your prepaid account or the transactions you make in accordance with the law as outlined in the U.S. Bank Privacy Policy.

Monitoring and Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Location Based Information

If you use any location-based feature of any Online Service (such as our ATM locator on a mobile device) you agree that your geographic location and other personal information may be accessed and disclosed through the application or service. If you wish to revoke access to such information you must cease using location-based features of the application or service. For more information on how we use and store your personal data, please reference the U.S. Bank Privacy Policy.

FEES AND CHARGES

Existing financial fees and charges associated with your U.S. Bank prepaid accounts will continue to apply. There may be additional fees and charges for Online Services as described on our web sites, in a pricing guide, or in this Agreement; these fees and charges may be changed in our sole discretion. You agree to pay all such fees and charges and authorize us to deduct the calculated amount from your U.S. Bank prepaid accounts. **You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.**

MOBILE BANKING SOFTWARE LICENSE

You may access select Online Services on a mobile device by using our mobile banking application available on Android or iPhone. We reserve the right to modify the scope of the Online Services available on our mobile application at any time and you agree that some or all of the Online Services may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Subject to your compliance with this Agreement, you are hereby granted a personal limited license ("License") to download, install and use the mobile banking application software ("Software") on your mobile device within the United States and its territories. You are permitted to use content delivered to you through the Software for personal use only and you may not copy, reproduce, distribute, or create derivative works from this content for any other purpose. Further, you agree not to reverse engineer or reverse compile any aspect of the Software.

This License shall be deemed revoked immediately upon:

- The termination of your enrollment in Online Services in accordance with this Agreement;
- Your deletion of the Software from your mobile device;
- Your noncompliance with this Agreement; or
- Notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service carrier or provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending mobile banking text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

ACCESSING ONLINE SERVICES FROM OUTSIDE THE UNITED STATES

We do not make any representations that any content or use of any Online Service is appropriate or available for use in locations outside of the United States, and accessing Online Services from territories where any content or use of any Online Service is illegal is prohibited by U.S. Bank. If you choose to access Online Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

ADDITIONAL TERMS AND CONDITIONS

THIRD PARTY CONTENT, SERVICES AND LINKS TO OTHER INTERNET SITES

Our websites and other Online Services may contain links to other web sites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of U.S. Bank or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of U.S. Bank and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. U.S. BANK IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEB SITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES' AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

LIMITATION OF LIABILITY OF U.S. BANK AND OTHER SERVICE PROVIDERS

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither any Service Provider nor any respective officers, directors, employees or agents will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of any Online Service, or of the internet access provider used to access any Online Service, or of the equipment used to access any Online Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Except as we may agree with other Service Providers, U.S. Bank is not responsible for any act or omission of any other Service Provider.

In using services provided in connection with Service Providers, you may receive co-branded communications from us and another Service Provider regarding payment notifications from U.S. Bank. You may also receive co-branded letters if action is needed from you to continue service or there is a change to your prepaid account.

INTELLECTUAL PROPERTY RIGHTS OF U.S. BANK

All content connected with Online Services (e.g. our websites and mobile applications) are the exclusive property of U.S. Bank, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Online Services only on your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with Online Services.

The trademarks, logos, and service marks displayed in connection with Online Services are the registered and unregistered trademarks of U.S. Bank and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any Online Service should be construed as granting (by implication or otherwise) any

license or right to use any trademark without the express written permission of U.S. Bank or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any Online Service (including but not limited to the U.S. Bank web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

EXPORT CONTROL

You acknowledge that your use of Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Online Service and any associate software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Online Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Online Services in any embargoed or sanctioned country such as Cuba, Iran, North Korea, Sudan, and Syria.

CHANGES IN TERMS OF USE

We reserve the right to modify this Agreement at any time. Any modifications shall be effective when they are communicated in any way, including posted on the internet or mailed to you. You will be notified in accordance with applicable law when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. Notification will either be mailed under separate cover or delivered to you electronically online or via e-mail. YOUR CONTINUED USE OF ONLINE SERVICES MEANS THAT YOU AGREE TO THE CHANGES.

DELAY OR SUSPENSION OF SERVICE

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using any Online Service constitutes a "**Threatening Condition**" (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of any Online Service without notice.

TERM

This Agreement will be in effect from the day your registration is submitted by you and accepted by us and at all times while you are using Online Services.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification and miscellaneous provisions.

NO WARRANTIES

Neither U.S. Bank nor any of its subsidiaries or affiliates represents or warrants the accuracy, adequacy, completeness or timeliness of Online Services, including but not limited to the information, materials, products and services on our web sites or the error free use of our web sites. All Online Services, including but not limited to our web sites and all information, materials, products and services provided through our web sites, are provided "As Is" and "As Available" without warranty of any kind, either express

or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than Online Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

LIMITATION OF LIABILITY; INDEMNIFICATION

In no event will U.S. Bank or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Online Service; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Online Service, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

You agree to indemnify, defend and hold U.S. Bank and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any Online Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against U.S. Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of any Online Service or use of your prepaid account by any third party. U.S. Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with U.S. Bank in asserting any available defenses. You will not settle any action or claims on U.S. Bank's behalf without the prior written consent of U.S. Bank.

WAIVER

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of U.S. Bank or its affiliates. No delay or omission on the part of U.S. Bank or its affiliates, or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

SEVERABILITY; HEADINGS

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

GOVERNING LAW

The law governing the interpretation of this Agreement is the law specified as governing the interpretation of your cardholder agreement.

COMPLETE AGREEMENT

This Agreement represents the sole and exclusive agreement between you and us regarding Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

ARBITRATION

This agreement is subject to any applicable arbitration provision contained in your cardholder agreement.