

# Elan Financial Services®

## General Terms

(6/01/19)

**Read these General Terms and the Cardholder Agreement provided with your card (collectively, the “Agreement”) carefully and keep them for future reference.**

The Elan Financial Services Rewards Card (“Card”) is a non-reloadable Visa or Mastercard prepaid card issued by Elan Financial Services that is loaded with value and given to you as authorized and determined solely by an organization in connection with a loyalty, award or promotional program. Activating, using, or allowing someone else to use the Card means that you accept the Agreement and you are responsible for all transactions. In the Agreement the terms “we”, “us”, and “our” mean Elan Financial Services and “you” or “your” mean anyone who has received the Card or is authorized to use it. These General Terms and the Cardholder Agreement provided with your card (collectively, the “Agreement”) set forth the terms and conditions for your use of the Card. To the extent that the provisions of the General Terms conflict with the Cardholder Agreement provided with your card, the General Terms will apply except as explicitly provided in these General Terms. The laws of the state of Ohio govern interpretation of the Agreement. We may change the terms of, or add new terms to, the Agreement at any time, with or without cause, and without giving you notice, in accordance with applicable law. Visit [www.elanrewardscard.com](http://www.elanrewardscard.com) for posting of the most recent terms.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER).** It is important that you read the Arbitration section carefully.

**THIS CARD IS SUBJECT TO AN EXPIRATION DATE AND MUST BE ACTIVATED PRIOR TO USE.** See “*Expiration, Revocation*” and “*Using Your Card*” below for more information.

### **I. Information Applicable to All Cards**

#### **A. Using Your Card**

We encourage you to use your Card immediately. You must activate your Card prior to the “valid thru” date on the front of your Card by calling the phone number or visiting the website printed on the back of the Card. After activation your Card may be used to purchase goods or services at any merchant that accepts Visa or Mastercard debit cards. You must not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Your Card is not redeemable for cash. Your Card cannot be used for any cash advances or cash back at the point of sale, money orders, travelers checks or gambling transactions. Additional value cannot be added to this Card. All transactions will be declined once the Card balance reaches zero. Keep a record of your Card number in case of loss or theft.

#### **B. Balance and Account Information**

You may obtain balance and account information online at [www.elanrewardscard.com](http://www.elanrewardscard.com) you may also contact Cardholder Services by calling 855-274-9934.

#### **C. Sale Prohibited**

Sale of Cards is strictly prohibited.

#### **D. Expiration, Revocation**

The Card is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero, except where prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the “valid thru” date shown on the front of the Card unless you obtain a replacement Card. When the Card expires it will be closed and any unused balance will be handled according to escheat law. U.S. Bank may revoke the Card at any time without cause or notice. You must surrender a revoked Card and may not use it to make

purchases. You may not sell your Card and Elan Financial Services is not liable for the revocation of funds on Cards that have been sold or transferred by you.

#### **E. Internet, Mail and Phone Order Purchases**

Internet, mail and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to go to [www.elanrewardscard.com](http://www.elanrewardscard.com) and enter your name and address prior to performing an Internet, mail or phone order transaction.

#### **F. Personal Identification Number (PIN) Purchases**

During the Card activation process, you will be required to set your PIN, which you may use for making purchases where entering a PIN is allowed. You can also change your PIN by calling 855-274-9934. The Card and PIN are provided for your use and protection, and you will:

1. Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
2. Use the Card and the PIN as instructed (**Card cannot be used to obtain cash**);
3. Promptly notify us of any loss or theft of your Card or PIN (see “*Liability for Lost/Stolen Card and Unauthorized Transactions*”); and
4. Be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

#### **G. Liability for Lost/Stolen Card and Unauthorized Transactions**

If your Card has been lost, stolen, or subject to unauthorized use, contact Cardholder Services immediately at 855-274-9934, 24 hours a day, 7 days a week. You will be required to provide your name, the Card number, and the relevant transaction history. You must call us within 60 days of the date of the transaction you believe to be unauthorized. If you don't report within this timeframe, you may be liable for all transactions that occur on your Card. You may also be liable for transactions that occur on your Card after you report your Card lost or stolen unless (1) you sign the signature panel on the back of the Card in permanent ink, (2) you promptly report all facts relating to a loss or theft of your Card, and (3) if we ask for your cooperation in our investigation of your lost or stolen Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Card, you may request a replacement Card. We will charge a fee to replace a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Card may take up to 20 days to process.

#### **H. Liability for Failure to Complete Transactions**

Elan Financial Services is not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

#### **I. Liability and Error Resolution Procedures**

If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws. In case of any other errors on your card account call Cardholder Services immediately at 855-274-9934. You must call within 60 days of the date of the transaction. If you need more information about error resolution procedures, please call Cardholder Services at 855-274-9934.

#### **J. Disclosure of Information to Third Parties**

We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be released to attorneys,

accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law.

## **K. RESOLUTION OF DISPUTES BY ARBITRATION**

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

### **1. Agreement to Arbitrate**

Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

### **2. Claims Covered By Arbitration**

Claims subject to our agreement to arbitrate shall include all of the following: (i) Claims related to or arising out of this Agreement, or any prior or later versions of this Agreement as well as any changes to the terms of this Agreement; (ii) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (iii) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this Agreement (such as Claims related to advertising) and after termination of this Agreement.

### **3. Claims Not Covered by Arbitration**

Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

### **4. Commencing an Arbitration**

The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this account Agreement. AAA's Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this account Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

### **5. Arbitration Procedure**

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

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

### **6. No Class Action or Joinder of Parties**

You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

### **7. Arbitration Costs**

Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

### **8. Applicable Law**

You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

## 9. Severability

Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

## II. Terms that May Vary

The fees and card features described in this section vary by program. Please refer to the Cardholder Agreement provided with your card or available when you are logged into to your card account on [www.elanrewards.com](http://www.elanrewards.com) to confirm to determine whether these fees or features apply to your Card.

### A. Foreign Transactions

Some cards can only be used in the United States for domestic transactions. Please refer to the Cardholder Agreement provided with your card to determine if your card is eligible to make foreign transactions. Fees apply to foreign transactions. See “Fees” below for details.

### B. Fees

There are no fees when using the Card to purchase goods and services domestically. However, the following fees apply and will be deducted from the balance available on the Card, as applicable, except where prohibited or modified by applicable law. To the extent that the information in this section conflicts with information in your Cardholder Agreement, your Cardholder Agreement controls.

- **Administrative Fee:** This fee may or may not apply depending on your card program. Please see the Cardholder Agreement provided with your card to determine if this fee is applicable. After the first twelve calendar months following the issue date of your Card, a **\$3.00** fee will be charged to your Card each month until it expires. This fee will not be charged once the balance on the Card reaches \$0.00. In some states this fee may not be charged until after a stated number of months of non-use.
- **Card Replacement Fee:** A **\$15.00** fee will be charged to your Card any time it is replaced and for any reason.
- **Escheatment Fee:** A **\$15.00** fee will be charged to your Card if it is escheated according to, and only as permitted by, applicable law.
- **Foreign Transaction Fee:** This fee may or may not apply depending on your card program. Please see the Cardholder Agreement provided with your card to determine if this fee is applicable. Transactions made in a foreign currency will be converted into U.S. dollars under the rules of Visa USA or Mastercard, as applicable. Visa or Mastercard rules, as applicable, provide that the amount of your transaction in dollars will be the amount of the foreign currency times: (a) a rate selected by Visa or Mastercard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard, as applicable, itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. We will charge a fee of **3%** of the transaction amount for transactions with merchants located outside of the U.S., even if currency is not converted. Some transactions, even if you and/or the merchant are located in the U.S., are considered foreign transactions under the Visa or Mastercard rules, as applicable, in which case we will charge the foreign fee described above for those transactions. We do not control how these merchants and transactions are classified for this purpose. Please refer to the Cardholder Agreement to determine if your card is eligible to make foreign transactions.