

U.S. Bank Cash 365 American Express® Card Terms and Conditions

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: 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 you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

We may change APRs, fees, and other Account terms in the future based on your experience with U.S. Bank National Association and its affiliates as provided under the Cardmember Agreement and applicable law.

We apply your minimum payment to balances with lower APRs first, including promotional APRs. Amounts paid over the minimum payment will be applied in the order of highest to lowest APR balances.

Disclosure of Credit Card Terms

Interest Rates and Interest Charges	U.S. Bank Cash 365 American Express® Card
Annual Percentage Rate (APR) for Purchases	U.S. Bank Cash 365 American Express® Card: 13.49% to 23.49% based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	U.S. Bank Cash 365 American Express® Card: 0% introductory APR for the first 12 billing cycles for balances transferred within 60 days from account opening. After that, 13.49% to 23.49% based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	U.S. Bank Cash 365 American Express® Card: 24.49% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	Not applicable
How to Avoid Paying Interest on Purchases	Your due date is 24 - 30 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	U.S. Bank Cash 365 American Express® Card
Annual Fee <ul style="list-style-type: none">Annual Membership Fee	None
Transaction Fees <ul style="list-style-type: none">Balance TransferConvenience Check Cash Advance¹Cash Advance ATM	Either 3% of the amount of each transfer or \$5 minimum, whichever is greater. Either 3% of the amount of each advance or \$5 minimum, whichever is greater. Either 4% of the amount of each advance or \$10 minimum, whichever is greater.

Interest Rates and Interest Charges	U.S. Bank Cash 365 American Express® Card
<ul style="list-style-type: none"> • Cash Advance • Cash Equivalent Advance • Overdraft Protection • Foreign Transaction 	<p>Either 4% of the amount of each advance or \$10 minimum, whichever is greater.</p> <p>Either 4% of the amount of each advance or \$20 minimum, whichever is greater.</p> <p>None</p> <p>2% of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars 3% of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency</p>
<p>Penalty Fees</p> <ul style="list-style-type: none"> • Late Payment • Returned Payment • Overlimit 	<p>Up to \$37</p> <p>Up to \$35</p> <p>None</p>

How We Will Calculate Your Balance: We use a method called 'average daily balance (including new purchases)'. See your Cardmember Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

The information about the costs of the card described in this application is accurate as of 12/2016. This information may have changed after this date. To find out what may have changed, call us at 1-844-303-8122 (we accept relay calls) or write to us at P.O. Box 6352, Fargo, ND 58125-6352.

¹Not all products receive convenience checks.

How Variable Interest Rates Are Determined: After the introductory period, your interest rate is a variable rate and is determined by a combination of the Prime Rate (which may vary) added to a margin (which does not change). Because the Prime Rate may vary, your variable interest rate will go up or down if the Prime Rate changes. If you are granted an Account, the following rates on the Account are variable: Non-Introductory Purchase Rate; Non-Introductory Balance Transfer Rate; Cash Advance Rate. More information is available in the Cardmember Agreement.

Notice to New York Residents: You may contact the New York state department of financial services by telephone at (800) 342-3736 or visit its website at www.dfs.ny.gov for free information on comparative credit card rates, fees and interest-free periods.

Notice to California Residents: An applicant, if married, may apply for a separate account.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under section 766.59 of the Wisconsin statutes or court decree under section 766.70, adversely affects our interest unless we, prior to the time the credit is granted or an open-end credit plan is entered into, are furnished a copy of the agreement, decree or court order, or have actual knowledge of the adverse provision. **IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.**

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

By submitting this application, you understand and agree that U.S. Bank National Association (“we”, “us” or “our”), as the creditor and issuer of your Account, will rely on the information provided here in making this credit decision, and you certify that such information is accurate and complete to the best of your knowledge. If we open an Account based on this application, you will be individually liable (or, for joint accounts, individually and jointly liable) for all authorized charges and for all fees referred to in the most recent Cardmember Agreement, which may be amended from time to time. We may request consumer credit reports about you for evaluating this application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes, and for other legitimate purposes associated with your Account. Upon your request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. By submitting this application, you also agree that we may verify your employment, income, address and all other information provided with other creditors, credit reporting agencies, employers, third parties, and through records maintained by federal and state agencies (including any state motor vehicle department) and waive any rights of confidentiality you may have in that information under applicable law. By submitting this application you certify that you read and understood the disclosures here and you agree to the terms of this application.

EXPANDED ACCOUNT ACCESS: Any Card or PIN issued to or selected by you under this Agreement can be used to access multiple checking, savings, line of credit and credit card account(s) held in your name with us or our bank affiliates; and any account you open with us and our affiliates may be accessed by the Card or PIN issued under this Agreement now or in the future. “Expanded Account Access” means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or via any other available method. If the Card or PIN is for a joint account, the Card or PIN can be used to access all the accounts linked to the Card or PIN Access, whether joint or individual. There are no additional fees or charges for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. Call Cardmember Service at **844-303-8122** to cancel Expanded Account Access, allowing a reasonable time for cancellation to become effective. If you cancel Expanded Account Access for any account, this Account will not be accessible by any card or PIN other than the Card or PIN issued under this Agreement.

Account must be open and in good standing (not past due or overlimit on closing date for the billing cycle) to earn and redeem rewards and benefits. Upon approval, please refer to your Rewards Program Rules for additional information.
U.S. Bank Cash 365 Program

(a) Accounts that are eligible to earn cash rebates (“Rebates”) are open and current when the Account is used. Accounts are ineligible when closed, past due, and/or after enrollment in the U.S. Bank Cash 365 Program is cancelled.

(b) You may only earn Rebates (defined below) for Net Purchases on your Account. “Net Purchases” are determined by totaling all new Purchases charged to the Account during a billing cycle, then subtracting credits posted to the Account during the same billing cycle for returns, chargebacks and/or other adjustments. Rebates are not earned for Advances (including wire transfers, travelers checks, money orders, foreign cash transactions, betting transactions, lottery tickets and ATM disbursements), Convenience Checks, Balance Transfers, Interest Charges and Fees, credit insurance charges, transactions to fund certain prepaid card products, U.S. Mint purchases, or transactions to purchase cash convertible items.

(c) Rebates earned are 1.5% of Net Purchases. There is no maximum annual cash rebate. We will show on your monthly Account statement the accrued Net Purchases potentially eligible for redemption as Rebates as of the statement billing date. Your Rebates earned will appear on your statement as “Cash Rewards”. Rebates earned can also be viewed within Internet Banking Rewards Center at usbank.com. We reserve the right to adjust or reverse the number of Rebates that may be earned or potentially redeemable, due to unauthorized Purchases.

(d) Rebates may be redeemed as a statement credit, reward card, or deposit made to your U.S. Bank Savings, Checking or Money Market Account, based on your designation. There is no minimum redemption requirement except for U.S. Bank Visa Rewards Cards. Redemption for U.S. Bank Visa Rewards Cards must be in \$5 increments, subject to a \$20 minimum, except as otherwise allowed as communicated by U.S. Bank. A statement credit will reduce the Account balance, but does not count as a payment and thus does not reduce the minimum payment due.

(e) The Account must be open and current to be eligible to redeem Rebates. Rebates earned do not expire. Rebates can not be redeemed if the Account is closed or past due and will be forfeited.

(f) The Account and these Rebates are provided for personal, family and household use. U.S. Bank reserves the right to disallow or remove Rebates earned for Purchases made for other than personal, family or household use.

(g) We reserve the right to change or cancel the U.S. Bank Cash 365 Program at any time, with or without notice to you.