## Ace Rewards® Visa Signature® 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, physical 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.

There are two different Ace cards: the Ace Rewards Signature card and the Ace Rewards Platinum card. You will first be considered for the Signature card. If you do not qualify for the Signature card, you will be considered for the Platinum card which may not earn the same Visa Signature benefits.

## **Disclosure of Credit Card Terms**

Interest Rates and Interest Charges	Ace Rewards® Visa Signature® Card
Annual Percentage Rate (APR) for	0% introductory APR for the first 12 billing cycles. After that,
Purchases	Ace Rewards® Visa Signature®: 14.49% to 23.49% based on your creditworthiness when you open your account.
	Ace Rewards Platinum Visa: 14.49% 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	<b>0%</b> introductory APR for the first 12 billing cycles for balances transferred within 60 days from account opening. After that, Ace Rewards® Visa Signature®: <b>14.49%</b> to <b>23.49%</b> based on your creditworthiness when you open your account.
	Ace Rewards Platinum Visa: <b>14.49%</b> to <b>23.49%</b> 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	Ace Rewards® Visa Signature®: 24.49%
	Ace Rewards Platinum Visa: 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	To learn more about factors to consider when applying for or using a credit card, visit the
Consumer Financial Protection Bureau	
	http://www.consumerfinance.gov/learnmore
Fees	Ace Rewards® Visa Signature® Card
Annual Fee	
Annual Membership Fee	None
Transaction Fees	
Balance Transfer	Either 3% of the amount of each transfer or \$5 minimum, whichever is greater.
<ul> <li>Convenience Check Cash Advance<sup>1</sup></li> </ul>	Either 3% of the amount of each advance or \$5 minimum, whichever is greater.
Cash Advance ATM	Either 4% of the amount of each advance or \$5 minimum, whichever is greater.
Cash Advance	Either 4% of the amount of each advance or \$5 minimum, whichever is greater.
Cash Equivalent Advance	Either 4% of the amount of each advance or \$10 minimum, whichever is greater.
Overdraft Protection	None
Foreign Transaction	<ul><li>2% of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars</li><li>3% of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency</li></ul>
Penalty Fees	
Late Payment	Up to \$37
Returned Payment	Up to \$35
Overlimit	None

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 1-866-951-3870 (we accept relay calls) or write to us at P.O. Box 6339, Fargo, ND 58125-6339.

<sup>1</sup>Not 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 the 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 the 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. There are two different Ace cards: the Ace Rewards Signature card and the Ace Rewards Platinum card. You will first be considered for the Signature card. If you do not qualify for the

Signature card, you will be considered for the Platinum card which may not earn the same Visa Signature benefits. By applying for credit, you are also requesting enrollment into the Ace Rewards Loyalty program, and you agree that U.S.Bank may share your name, address and telephone number to Ace for that purpose if your application is approved. If you are granted an Account, you understand and agree that we will report that fact, your name, address, email address, phone number and (if captured) birth date and information about your ongoing account activity to Ace, but will not disclose to Ace any other information about you taken from this application or received from third parties. By submitting the 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 866-951-3870 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.

## **Ace Rewards Disclosures**

Account must be open and in good standing to earn and redeem rewards and benefits. Upon approval, please refer to your Ace Rewards Cardmember Agreement for additional information.

As solely used in this Ace Rewards Program section (and not elsewhere in this Agreement), the term "Ace Rewards Account Number" refers to the loyalty program number assigned to you and used by Ace Hardware Corporation ("Ace") to administer the Points in the Ace Rewards Program. The term "Account" used by itself shall continue to mean the Ace Rewards Visa Credit Card Account as defined in the first paragraph of this Agreement. "Ace Rewards Account" means the account held by Ace into which Ace Rewards Points are awarded.

(a) We will request that Ace award Ace Rewards Points ("Points") to your Ace Rewards Account for each dollar of Net Purchases (as defined below) on your Card for Ace Purchases (as defined below) and for each dollar of eligible Net Purchases made from other merchants ("Non-Ace Purchases"). In addition, we may request that Ace award additional Points for Net Purchases made at merchants classified in certain industries (for example, gas or grocery) specified in advertising or other materials that we provide from time to time. Additionally, we may request that Ace award additional Points for Ace Purchases if a minimum amount of Net Purchases are made on the Account during a calendar year. Specific point values for all Points earned are included on the Card carrier provided at Account opening. To qualify, Net Purchases must be made during a billing period when your Account is open and in good standing and not more than 29 days delinquent at the close of your billing period. We will not request an award of Points for Advances (including cash advances, 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.

- (b) "Ace Purchases" means purchases made directly from Ace Stores or online at acehardware.com. "Net Purchases" for a billing period are determined by adding all new Purchases (Ace Purchases and Non-Ace Purchases) recorded to your Account during the billing period and subtracting any credits (other than payment credits) and chargebacks to a merchant that have been recorded to your Account during the billing period. If credit for returned charges exceeds new Purchases in any billing period, the excess credit will be carried forward into successive billing periods and subtracted from future new Purchases to determine the new Purchases for those successive periods. We may round Net Purchases up or down to a whole dollar amount for purposes of awarding Points. With respect to additional Points offered for merchants classified in industries, we will notify you on your Card carrier and any promotional materials which industries qualify; however, we cannot control how a merchant chooses to classify its business, and reserve the right to determine which Purchases qualify for the additional Points.
- (c) Participation in the Ace Rewards Program is subject to the terms and conditions in the Ace Rewards Program Rules and at acehardware.com. Ace is solely responsible for the redemption and fulfillment of Points. U.S. Bank does not control which Ace locations participate in the Ace Rewards Program. Ace may change the Ace Rewards Program terms and conditions, rules, program partners, Ace Rewards Program regulations, benefits, conditions of participation or Point levels, in whole or in part, at any time with or without notice, even though changes may affect the value of Points already accumulated. We have no obligation to award Points in the Ace Rewards Program or to provide or arrange for any service relating to the use of Points. Our sole obligation with regard to the Ace Rewards Program is to ask that Ace award Points as expressly provided in this Agreement.
- (d) The Ace Rewards Account Number on this Account must belong to the primary Cardmember. A change to an Ace Rewards Account Number or Ace Rewards Account must be made with Ace.
- (e) Ace is not a party to this Agreement and has no authority or responsibility regarding the Ace Rewards Visa Credit Card Account, including with respect to any extension of credit on the Account. We are solely responsible for all credit extended on the Account. Ace is not a creditor or owner of the Account. We reserve the right to change these Reward Program rules with or without notice to you.

The creditor and issuer of the Ace Rewards Visa Card is U.S. Bank National Association, pursuant to a license from Visa U.S.A. Inc., and this card is available to United States residents only.

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