



1-2-3 REWARDS® Visa® Card

1-2-3 REWARDS® Visa® 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 payments 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.

Interest Rates and Interest Charges	1-2-3 REWARDS® Visa® Card
Disclosure of Credit Card Terms	
Interest Rates and Interest Charges	1-2-3 REWARDS® Visa® Card
Annual Percentage Rate (APR) for Purchases	1-2-3 REWARDS® Visa® Card: 0% introductory APR for the first 9 billing cycles. After that, 14.24% to 24.24% 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	1-2-3 REWARDS® Visa® Card: 0% introductory APR for the first 9 billing cycles for balances transferred within 30 days from account opening. After that, 14.24% to 24.24% 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	1-2-3 REWARDS® Visa® Card: 25.49% 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	1-2-3 REWARDS® Visa® Card
Annual Fee	
• Annual Membership Fee	None
Transaction Fees	
• Balance Transfer	Either 4% of the amount of each transfer or \$10 minimum, whichever is greater.
• Convenience Check Cash Advance ¹	Either 4% of the amount of each advance or \$10 minimum, whichever is greater.
• Cash Advance ATM	Either 4% of the amount of each advance or \$10 minimum, whichever is greater.
• Cash Advance	Either 4% of the amount of each advance or \$10 minimum, whichever is greater.
• Cash Equivalent Advance	Either 4% of the amount of each advance or \$20 minimum, whichever is greater.
• Overdraft Protection	None
• Foreign Transaction	2.8% of each foreign transaction
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 this account 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 10/2016. This information may have changed after this date. To find out what may have changed, call us at 1-877-373-6192 (we accept relay calls) or write to us at P.O. Box 6349, Fargo, ND 58125-6349.

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. If you are granted an account, you understand and agree that we will report that fact, your name, address, phone number and information about your ongoing account activity to The Kroger Co., but will not disclose to The Kroger Co. any other information about you taken from this application or received from third parties. 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 **877-373-6192** 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.

1-2-3 REWARDS® Visa® Card Program Summary

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

You are automatically enrolled in the 1-2-3 REWARDS Program when your Account is opened. You earn between 1-3 points on net purchases made with your 1-2-3 REWARDS Visa Card. Accumulated points are exchanged for 1-2-3 REWARDS Certificates. Your 1-2-3 REWARDS Certificates are redeemable by you for purchases at the Kroger Family of Stores.* Rewards Certificates will be awarded periodically but no less frequently than four times each calendar year when you have earned a minimum of 1,000 Rewards points (worth \$5), if your Account is in good standing. Rewards points are earned as follows:

Rewards Points are earned each time you make a Purchase using your Account. You earn up to 3 Rewards Points for every dollar spent on Net purchases (defined below) based on the type of Purchase. The following chart shows the Purchase type and applicable Rewards Point level:

- 1 Point per dollar of Net Purchases – All Purchases outside Kroger Family of Stores excluding Kroger Fuel Centers*
- 2 Points per dollar of Net Purchases – All Purchases inside Kroger Family of Stores* (excluding Purchases of Kroger Family of Stores Own Brand Products**)
- 3 Points per dollar of Net Purchases – All Purchases of Kroger Family of Stores Own Brand Products**

* "Kroger Family of Stores" may include: Kroger, Kroger Marketplace, Fred Meyer, Ralphs, King Soopers/City Market, Dillons/Baker's/Gerbes, 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, Hilander, 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 Stores is subject to change; for an up-to-date list of participating stores, visit www.kroger.com. Purchases from Kroger Fuel Centers do not earn Points. Kroger reserves the right to allow the awarding of Points for Kroger Family of Stores Own Brand Products purchases from Kroger Fuel Centers.

** "Kroger Family of Stores Own Brand Products" may include, but not limited to Kroger, King Soopers/City Market, Smith's, Ralphs, Fry's, Dillons/Baker's/Gerbes, Abound, Bakery Fresh Goodness, Big K, Comforts, Check This Out, Fresh Selections, HemisFares, Heritage Farm, Home Sense, Luvsome, Peakfection, Pet Pride, Private Selection, PSST, Simple Truth, Wholesome at Home. Kroger reserves the right to exclude certain products from the Points calculation related to Kroger Family of Stores 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 Stores.

For Purchases to be eligible for Points, you must pay with your Account at the time of purchase. "Net Purchases" for a statement period are determined by totaling all new Purchases charged to the Account during the billing cycle, then subtracting credits posted to the Account during the billing cycle for returned Purchases and/or adjustments. We may round Net Purchases up or down to a whole dollar amount for purposes of awarding Points; amounts less than one dollar will be disregarded. If credits during a statement period exceed Purchases, the credit balance will be carried over to following billing cycles and offset against future Purchases charged to the Account for purposes of awarding Points. You do not earn Points on the following transactions with your Account: any purchase at Kroger Fuel Centers, 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, or transactions to fund certain prepaid card products that are posted to your Account. We may reverse Points that were awarded for unauthorized Purchases, and we reserve the right to reverse Points and/or cancel benefits or awards if we reasonably believe that a Purchase was not a bona fide purchase of goods or services delivered or performed by a merchant and not returned by you. Points are nontransferable and have no cash value. There are no limits (other than the Account credit limit) on the amount of Points Cardmembers can earn. Unused Points will expire on the first day of the 25th cycle after the cycle in which the Points were awarded. From time to time we may offer special promotions to provide additional opportunities to earn Points.

The creditor and issuer of the 1-2-3 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.