

AMENDING THIS AGREEMENT

U.S. Bank may amend this agreement without your consent and without notifying you.

NO WAIVER

No failure or delay by U.S. Bank in exercising any right or remedy under this agreement operates as a waiver of that right or remedy. A waiver that U.S. Bank grants on one occasion will not operate as a waiver on future occasions.

GOVERNING LAW

Minnesota law governs this agreement. Card transactions are also governed by the bylaws and rules of the entity that oversees issuance of charge cards and processing of transactions. That entity is either an affiliate of Visa USA, Inc. or Visa International Service Association, Inc. or an affiliate of Mastercard USA or Mastercard International Incorporated, depending on whether the card bears a Visa logo or a Mastercard logo.

CARDHOLDER AGREEMENT

CARDHOLDER AGREEMENT – TRANSIT BENEFIT

(REVISED DECEMBER, 2018)



This is an agreement between you and U.S. Bank. It's accompanied by a U.S. Bank transit benefit commercial card (referred to in this agreement as "the card"). We have sent you the card at the request of your employer. This agreement governs your use of the card. Before you sign or use the card, please read this agreement closely.

THE CARD

This card is issued by U.S. Bank pursuant to a license from Visa. As a Federal Transit Benefit recipient, your use of the card is your personal certification that you will (i) surrender this card to your employing federal agency upon demand, (ii) not transfer or authorize anyone else to use your card, (iii) use this card and the transit benefit only for your regular home to work to home commute by mass transit.

The card is the property of U.S. Bank. At any time, U.S. Bank may for any reason and without notice prevent you from using the card. If U.S. Bank asks you to give them the card, you must do so.

ACCEPTING THIS AGREEMENT

If you sign, activate or use the card or the related account (referred to in this agreement as “your account”), that will tell U.S. Bank that you have accepted this agreement. If you don’t wish to accept this agreement, cut the card into pieces and dispose of it.

CARD RECEIPT AND ACTIVATION

You should immediately acknowledge receipt of the card by calling U.S. Bank Government Services to activate your account. An Interactive Voice Response unit (IVR) requiring the use of a touch tone telephone will move you through account activation and PIN self-selection. Activation is required before the card can be used.

MAKING PURCHASES

You may use the card only to make transit purchases for your regular home to work to home commute by mass transit. You must not allow anyone else to use the card.

U.S. Bank will prevent you from using the card and your account if you don’t comply with this agreement, if you stop working for your employer, or on termination of the contract between U.S. Bank and your employer.

U.S. Bank will not be responsible if a merchant refuses to accept the card for a purchase or other transaction.

CARD STATUS TYPES

TRANServe will apply one of the following card statuses to each account. Cards in active status will be available for authorized transactions and will automatically be reset at the authorized level each monthly benefit cycle.

Cards in a hold status will not be available for use. Cards can be returned to active status only with TRANServe approval.

For any questions regarding status of your account, please contact your Transit Benefits Representative.

CANCELLED CARDS

If you use the card or your account after it has been cancelled, that use might constitute fraud and might result in U.S. Bank taking legal action against you.

RENEWAL AND REPLACEMENT CARDS

Unless U.S. Bank cancels it, the card will remain valid until the end of the day on the expiration date printed on the card. U.S. Bank will renew or replace the card in advance of the expiration date until you or your employer tell U.S. Bank to cancel the card.

LOST OR STOLEN CARDS

If you lose the card, if it’s stolen, or if someone uses it without your permission, you must immediately notify U.S. Bank by calling the customer service number on the back of the card. You must also notify your employer in accordance with any instructions your employer provides you. If you recover the card after you have notified U.S. Bank that it was lost or stolen, we recommend you cut the card into pieces and dispose of it. You’re not responsible for unauthorized charges to your account.

CUSTOMER SERVICE

Contact U.S. Bank Government Services 24-hour customer service for general questions related to your account, card activation, lost/stolen card or disputes at:

Toll-Free: 888.994.6722

Outside the U.S., call collect: 701.461.2232

EXCHANGE OF INFORMATION BETWEEN U.S. BANK AND YOUR EMPLOYER

U.S. Bank might give your employer—and that might mean your direct supervisor—information about how you use the card and your account. U.S. Bank might ask your employer for information about you and about how you use the card and your account, including information about your job, and where you work.

DISPUTES

To dispute a charge, you must notify your assigned agency’s point of contact. Your assigned agency’s point of contact must notify their Transit Benefit Manager. U.S. Bank must be notified of a disputed charge no later than 60 days after the billing date of that statement. If U.S. Bank determines that you did in fact make a disputed charge or finds no information suggesting that someone else is responsible for that charge, you will be responsible for that charge.

CONSENTING TO COMMUNICATIONS

Any time you provide U.S. Bank with a telephone number for a cellular phone or other wireless device (including a number that you later convert to a cellular number), you’re consenting to receive at that telephone number communications (including prerecorded or artificial voice-message calls, text messages, and calls made by an automatic telephone dialing system) from U.S. Bank and its affiliates and agents. Such communications might result in your cellular provider charging you access fees. You will have the opportunity to opt out of such communications when you activate the card. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes.