



# GYMBOREE Visa

## Gymboree® Visa® Platinum 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.**

## Disclosure of Credit Card Terms

Interest Rates and Interest Charges	Gymboree® Visa® Platinum Card
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.24% to 23.24%</b> based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>14.24% to 23.24%</b> based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>24.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Not applicable
<b>How to Avoid Paying Interest on Purchases</b>	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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	Gymboree® Visa® Platinum Card
<b>Annual Fee</b>	
• Annual Membership Fee	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>3%</b> of the amount of each transfer or <b>\$5</b> minimum, whichever is greater.
• Convenience Check Cash Advance	Either <b>3%</b> of the amount of each advance or <b>\$5</b> minimum, whichever is greater.
• Cash Advance ATM	Either <b>3%</b> of the amount of each advance or <b>\$5</b> minimum, whichever is greater.
• Cash Advance	Either <b>3%</b> of the amount of each advance or <b>\$5</b> minimum, whichever is greater.
• Cash Equivalent Advance	Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater.
• Overdraft Protection	<b>None</b>
• Foreign Transaction	<b>2%</b> of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars <b>3%</b> of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$37</b>
• Returned Payment	Up to <b>\$35</b>
• Overlimit	<b>None</b>

**How We Will Calculate Your Balance:** We use a method called 'average daily balance (including new purchases)'. See this account agreement for more details.

The information about the costs of the card described in this application is accurate as of 09/2016. This information may have changed after this date. To find out what may have changed, call us at 1-866-234-4672 (we accept relay calls) or write to us at P.O. Box 6351, Fargo, ND 58125-6351.

**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](http://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, e-mail address, phone number and information about your ongoing account activity to Gymboree, but will not disclose to Gymboree 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 **866-234-4672** 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.

### **Gymboree Visa Card Rewards**

Account must be open and in good standing to earn and redeem rewards and benefits. Please refer to your Gymboree Rewards Card Member Agreement for additional information.

#### 5% Gymboree Reward

a) You will earn an instant 5% discount when you use your Gymboree Visa Card on purchases (net of returns, before taxes) at Gymboree Retail Stores, Gymboree Outlet stores and online at [www.gymboree.com](http://www.gymboree.com). Regular priced, sale and clearance merchandise are eligible for this discount. Gift certificates do not qualify for the discount or the 1% reward. The entire purchase must be charged to your Gymboree Visa Card in order to receive the discount.

b) Purchases at Gymboree Play & Music and Janie and Jack do not qualify for the 5% discount. However, Gymboree Play & Music and Janie and Jack Net Purchases will earn a 1% reward and will be accumulated in your 1% reward.

c) Gymboree is solely responsible for awarding the 5% discount and is solely responsible for determining the terms and conditions of the discount and any future changes. Gymboree reserves the right to change these policies at any time.

#### 1% Reward

a) At the end of each statement cycle, you will earn a 1% Gymboree reward ("Reward") on all qualifying Net Purchases made on your Gymboree Visa Card. Qualifying Net Purchases are any purchases exclusive of purchases at Gymboree Retail stores, Gymboree Outlet stores and online at [www.gymboree.com](http://www.gymboree.com). Net Purchases at Gymboree Play & Music and Janie and Jack qualify for the 1% Reward.

b) Rewards 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, and Fees, credit insurance charges, transactions to fund certain prepaid card products, U.S. Mint purchases, or transactions to purchase cash convertible items.

c) "Net Purchases" for a statement cycle are determined by adding all new Purchases recorded on your Account during the billing period and subtracting any credits recorded to your Account during the billing period for returned Purchases. If your credits exceed new Purchases in any billing period, the excess credits will appear on your statement as negative Rewards and will be subtracted from the total Reward accumulated in the current Rewards earning period. Any credit balance remaining at the end of the Rewards earning period will carry forward to the next period.

d) Noncompliance with the terms and conditions set forth in this Agreement will cause forfeiture of any Rewards earned through the Gymboree Visa Card Rewards program.

e) Rewards will be mailed monthly; however, the 1% Reward is only issued when your Reward total is at least \$10. If you close your Account before that time, your Reward will be forfeited.

f) Rewards will be issued in the form of a Gymboree gift card (or similar format as determined by Gymboree) to the primary Cardmember on record with us. Upon usage of the gift card, if the purchase total is more than the value of the gift card, the difference should be applied to the Gymboree Visa Card. Gymboree is solely responsible for the redemption of gift card and terms and conditions of its usage. Lost, destroyed or stolen certificates will not be replaced.

g) Open Accounts with a Reward balance less than \$10 at the close of the monthly earning period will not be issued a Reward. Instead, your balance will be rolled into the next monthly earning period(s) until your Reward balance is equal to or greater than \$10. Rewards will be issued at the close of the monthly earning period when the Reward meets or exceeds \$10. Rewards will only be issued in increments of \$10. Please allow 4 to 6 weeks for receipt of your Reward. Closed Accounts with a Reward balance less than \$10 at the close of the monthly earning period will forfeit their Reward. No Reward gift card(s) will be issued if your Account is not in good standing at the close of the monthly earning period, but if your Account is open, Rewards will carry forward to the next monthly earning period(s). If at any time your Account is not in good standing and your Account is closed, your earned Rewards will be forfeited.

h) Gymboree and its affiliates and subsidiaries are not parties to this Agreement and have no authority regarding the Account, including with respect to any extension of credit on the Account. We are solely responsible for all credit extended on the Account. Gymboree is not a creditor or owner of the Account. You authorize us to share information about you and your Account with Gymboree.

i) We reserve the right to amend or modify the Gymboree Visa Card Rewards program at any time and in any way (including adjustment of the Reward percentage credited to your Account), or to discontinue the program, with or without notice to you. Paragraph 31 shall not apply to amendments or modifications of the Gymboree Visa Card Rewards program.

The creditor and issuer of the Gymboree Visa Card is U.S. Bank National Association.

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