

Umpqua Visa® Commercial Preferred Solution

Terms and Conditions

The following terms and conditions govern the Umpqua Bank Visa® Commercial Preferred Solution (VCPS) Rewards loyalty program, and you and Company agree to the following terms and conditions which form part of the Umpqua Visa Commercial Preferred Solution Account Agreement (“Agreement”) between Company and us. In these terms and conditions, “you” and “your” means the Managing Cardholder, as defined in the Agreement. “Us,” “we,” and “our” means Umpqua Bank. All other definitions contained in the Agreement apply to these terms and conditions.

The Rewards Program associated with your Account is the ScoreCard® Bonus Point Rewards Program, which is governed by the Agreement, these terms and conditions, and the additional terms and conditions contained in the ScoreCard® Bonus Point Program Rules for Visa® Commercial Preferred Solution (“Rules”). To participate in the Rewards Program, you must first enroll at www.scorecardrewards.com, where you can also administer the Company’s Rewards Account and review current Program Rules.

1. About some of the words in these terms and conditions

In these terms and conditions, the words listed below have the following meanings:

“**Charity Donations**” means the redemption of points to make a donation to a participating charity that has registered to accept donations pursuant to the Rewards Program.

“**Direct Redemption**” means the points redemption option that enables you to shop and redeem your points directly at checkout for purchases made at participating online retailers.

“**Earn Rate**” means the rate at which points are earned for your Rewards Account for Transactions conducted on the Account, as determined by us from time to time.

“**Managing Cardholder Card Account Number**” means a unique identifier issued by Umpqua Bank to you, as the Managing Cardholder. All points earned and redeemed on a Rewards Account are linked to the Managing Cardholder Card Account Number. The Managing Cardholder Card Account Number can be found by looking at the Managing Cardholder’s Commercial Card or the Rewards Program statement.

“**Financial Rewards**” means financial services or incentives provided by us or our affiliates that are available as a Reward in the Program. Financial Rewards does not include gift cards or Pay with Points.

“**Good Standing**” means that an Account is not: delinquent or past due; in default; closed; canceled; blocked; suspended; or otherwise inactive and unavailable for use. We may also determine your Account is not in Good Standing for any other reason, in our sole discretion.

“**Merchandise Rewards**” means any merchandise, experiential Rewards, or gift cards that are available as Rewards in the Program.

“**Net Purchases**” means Purchases of goods or services charged to the Account, less refunds and adjustments.



“**Pay with Points**” means the points redemption option that enables you to pay for any eligible Purchase you make with your Commercial Card by redeeming points and receiving a statement credit to your Account up to the full amount of your Purchase.

“**Rewards**” means any Merchandise Reward, Travel Reward, Financial Reward or Charity Donation available to you under the Program upon redemption of a specified amount of points from your Rewards Account.

“**Rewards Account**” means an account that we use to record the points accumulated and redeemed in the Rewards Program.

“**Rewards Program**” or “**Program**” means the ScoreCard® Bonus Point Rewards Program.

“**Travel Rewards**” means any travel services (including air travel, hotels, car rentals, packaged vacations and cruises) that are available as Rewards in the Program.

2. Rewards Program Contact Information

For questions regarding the Program, visit scorecardrewards.com or call the following phone numbers, as applicable:

For reward redemption and travel booking: visit www.scorecardrewards.com or call:

ScoreCard® Rewards Center: 1-800-854-0790

(24-hour support; closed major holidays)

For travel reservations or inquiries through an agent:

Call 1-833-566-5245 or from outside the US call 1-314-579-2635

M-F 8am-12am EST, Sat-Sun 9am-9pm

3. Additional cardholders

Points earned by any Commercial Cardholder are accumulated and automatically added to the Rewards Account linked to the Managing Cardholder’s Commercial Card. There can be only one (1) Managing Cardholder for the Account. Commercial Cardholders who are not the Managing Cardholder will not accrue points or have any benefits or rights in connection with the Rewards Program.

4. Earning points

After you have enrolled in the Program, the Company will earn points based on qualifying transactions. You will earn ten thousand (10,000) points in the Program for every \$10,000 in eligible company spend transactions (this is the current Earn Rate, and is subject to change). Any company spend transactions not meeting the \$10,000 threshold for award of points will carry forward and be eligible for points in future months. For example, if there were \$52,000 in company spend transactions in one month, you would earn 50,000 points during that month, and the remaining \$2,000 in company spend transactions would be carried forward toward eligibility for future points. Point accumulation and carry-forward of company spend transactions for accrual of points do not alter Account balances nor do they alter any repayment obligations on the Account.

A company spend transaction shall mean a Purchase that is both: (i) charged to the Account, and (ii) appears on Your statement during the Program period. Only Net Purchases qualify for



points, and points are deducted for returns and exchanges resulting in a credit to the Account, and for any point redemptions appearing as a statement credit. No points are earned for any of the following: Finance Charges; Cash Advances; balance transfers; convenience checks; quasi-cash transactions including purchase of travelers checks, ATM withdrawals, gambling transactions, person-to-person money transfers; any Account-related fees, including annual fees, late fees, over-limit fees, card-related service charges, or foreign transaction currency conversion charges; insurance charges; redemption of points, including any Purchases for which you receive a statement credit; or unauthorized or fraudulent charges, or charges not permitted under the Agreement. We may establish other qualifying and non-qualifying transactions from time to time. You will not be awarded points for any periods in which the Account is not in Good Standing. There is no limit to the number of points you can earn.

5. Promotional points

From time to time, we may offer additional promotional points for purchases at designated merchants or merchant types. Additional terms and conditions may apply to these promotions and we reserve the right to modify or terminate these promotions at any time.

We may also offer an award of points as a welcome bonus associated with opening the Account and after certain criteria are met. Any welcome bonus points will be applied to your Rewards Account once you have met the requirements for the welcome bonus. Additional terms and conditions may apply. For Accounts with an annual fee, any points awarded as a welcome bonus will be canceled if you cancel your card within 30 days of the annual fee being billed to your Account, if the card fee is also refunded. For Accounts with no annual fee or where the annual fee is waived, any welcome bonus will be cancelled if you cancel the Account within 30 days of opening.

6. Crediting your Rewards Account

Except when your Account is not in good standing or when your Account is closed, points earned through use of the card will be automatically awarded to the Rewards Account upon satisfying your current Earn Rate requirements or in accordance with any additional terms and conditions applicable to your promotional offer or welcome bonus. Points are generally awarded as soon as the next business day after the Earn Rate requirements are met. Promotional points and welcome bonuses may require additional processing time and take longer to post to your Rewards Account.

7. Cancelling and withdrawing points

We reserve the right to audit your use of the Program and to cancel or reverse any points we determine were improperly issued. We may refuse to issue points or may withdraw points already issued if we have reason to believe that you caused or allowed a breach of the Agreement, including these terms and conditions. We may refuse to award any points to your Rewards Account or may withdraw any points already awarded to the Rewards Account if we cancel any Commercial Card on your Account or terminate your rights and privileges in respect of your Commercial Card and/or your Account.



8. Redeeming your points for Rewards

Points can only be redeemed by the Managing Cardholder or their authorized delegate, and we will only honor the requests of any delegate for redemption or information regarding a Rewards Account upon satisfactory proof of authorization from the Managing Cardholder, in our sole discretion. In order to redeem points, your Account must be in good standing. You are responsible for safekeeping of your Program credentials (including your user id and password) and agree that any Rewards or redemption conducted using those credentials are deemed to have been authorized by you and are binding on you. If you become aware that your credentials may have been compromised, contact the ScoreCard® Reward Center immediately.

9. Cancellation of the Account and expired points

Points will not expire as long as your Account remains open and in Good Standing, except as described in section 7 (Canceling and withdrawing points) and section 20 (Termination of the Program) or as set forth in this section. However, if your Account is terminated or canceled for any reason, any unredeemed points will expire and be forfeited after the expiration of any grace period that we may offer, in our sole discretion, for point redemption.

10. Redeeming points for Travel Rewards

You can redeem for Travel Rewards at www.scorecardrewards.com or by calling the ScoreCard® Rewards Account Center at the contact numbers listed above in the section entitled “Rewards Program Contact Information.” Telephone redemptions will incur additional fees and/or will require more points than online redemptions. Points requirements for any particular Travel Reward may change from time to time, without prior notice.

You must make all Travel Rewards bookings using the Managing Cardholder’s Commercial Card, and in accordance with the travel redemption policies detailed at the Scorecard® Rewards website, which are subject to change without notice.

You will not earn additional points for points redeemed towards Travel Rewards.

All Travel Rewards are subject to availability. Travel booking cancellations are subject to change and cancellation policies of the travel provider, as well as those detailed on the ScoreCard® Rewards website. Booking fees, change fees and cancellation fees are non-refundable. Supplier fees for each change or cancellation to your travel arrangements may also apply and will be disclosed at the time of booking your Travel Rewards, based on your specific travel reservation. For more information on applicable fees, terms, cancellation policies, and other additional terms and conditions related to Travel Rewards, please visit www.scorecardrewards.com.

11. Redeeming points for Merchandise Rewards, Redeem at Retailers, Financial Rewards, and Charity Donations

Merchandise Rewards (including gift cards)

You can redeem your points for Merchandise Rewards, including gift cards, at www.scorecardrewards.com or by contacting the ScoreCard® Rewards Center by telephone. A complete list of available Merchandise Rewards and points required for redemption is available



on this website. Merchandise Rewards and the points required to redeem are subject to change from time to time, without prior notice, and are offered only while supplies last. You must have sufficient points in your Reward Account to redeem the Merchandise Award you want. Points are not available for purchase, though if you have insufficient points for a Merchandise Award, we may offer you the opportunity to pay the difference with the Managing Cardholder's Commercial Card.

Gift cards may be subject to additional terms and conditions set by the party issuing the gift card, which are subject to change from time to time. We are not responsible if a gift card is not honored for any reason, including the insolvency or bankruptcy of the gift card issuer. Gift cards may not be returned, and if a gift card is lost, stolen, destroyed, or used in an unauthorized manner, no replacement gift card will be provided and points will not be refunded to the Rewards Account.

Expedited shipping may be available for Merchandise Rewards in some circumstances at an additional cost to you, which will be disclosed at the time of redemption.

All Merchandise Rewards are subject to availability, and placing a Merchandise Reward order does not guarantee availability. If an item is unavailable, you may be contacted to discuss whether you wish to order an alternative reward. Alternatively, the Merchandise Reward may be cancelled and the points returned to your Rewards Account.

Merchandise Rewards are subject to any applicable manufacturers' or providers' warranties, and warranty claims must be directed to the manufacturer or provider, as applicable.

Direct Redemption

The ScoreCard® Rewards website or mobile application provide a marketplace to allow you to purchase products directly from participant retailers, brands, merchants, and other partners ("Seller" or "Sellers"). Points can be redeemed for Purchases using the shopping links for participating Sellers within the ScoreCard® Rewards website and must be made using the Managing Cardholder's Commercial Card.

All Direct Redemptions are subject to the Sellers' policies, including, without limitation, applicable shipping, privacy, and return policies. Please review applicable Sellers' policies, before conducting any Direct Redemption purchase.

Direct Redemptions are reflected as soon as the next business day in your ScoreCard® Rewards Account and will be credited at the time the Purchase settles to your Account or shortly thereafter.

You understand and acknowledge that each Seller is responsible for its own products and we do not endorse or take responsibility for the quality or functionality of products offered on any Seller's website. Further, if you choose to visit a Seller's website, whether by accessing it through a link on the ScoreCard® Rewards website or otherwise, such Seller will be responsible for all aspects of a purchase from such site, including order processing, order fulfillment, shipping and handling, billing and payment and customer service. We will not be a party to any such transactions entered into between you and such Seller. All comments, complaints or inquiries regarding your purchases should be directed to such Seller.

The ScoreCard® Rewards website may contain links to Seller and other third-party websites that are not owned or controlled by Umpqua Bank or its suppliers. Neither Umpqua Bank nor its



suppliers have control over, or assumes responsibility for, the policies or practices of any such third parties or the content and services offered on and through their websites. By using the ScoreCard® Rewards website, you expressly release Umpqua Bank and its suppliers from any and all liability arising from your access to and use of any Seller and other third-party website and the content displayed and/or distributed thereon. Accordingly, we strongly encourage you to be aware when you leave the ScoreCard® Rewards website and enter a Seller's or other third-party website, and to read the terms and conditions (including any privacy policy) of each such website that you visit.

Browser extension

The ScoreCard® Rewards website may make available a browser extension to support redemption at a participant Seller's, website.

Financial Rewards and Charity Donations

Points can be redeemed for Financial Rewards and Charity Donations. Please visit www.scorecardrewards.com for further details on how to redeem your points online and the minimum points required to redeem, which are subject to change without prior notice.

Redemption charges

Rewards redeemed by telephone may be subject to additional fees. For further details, and a current schedule of fees, please visit www.scorecardrewards.com.

12. Returns of Merchandise Rewards

Point redemptions for Merchandise Rewards are final. Under certain limited circumstances, such as if your Merchandise Reward arrives damaged in shipment, you may be able to return your Merchandise Rewards for replacement. Please consult the Rules and additional terms at www.scorecardrewards.com or contact the ScoreCard® Rewards Center for further details.

13. Pay with Points

You can redeem points in exchange for a statement credit that reduces your Account balance, as further detailed at www.scorecardrewards.com. To Pay with Points, log into your ScoreCard® Rewards Account through the ScoreCard® website. Point redemptions are reflected as soon as the next business day in your ScoreCard® Rewards Account and, on a monthly basis, as credits on your monthly statement. **Pay with Points redemptions do not count toward your monthly minimum payment on the Account. You are responsible for paying any minimum amount that appears on your monthly Account statement.**

14. Reviewing your Rewards Account statement

You may review your points awarded and redeemed, and other information about your Rewards Account, by logging into www.scorecardrewards.com. Please contact the ScoreCard® Rewards Center if you have not received points for any qualifying transaction after thirty (30) days. You are responsible for reviewing Rewards Account activity and reporting any errors (including any point awards not credited to your Rewards Account, any unauthorized activity on your Rewards Account, and any other error or dispute related to your Rewards Account) within

ninety (90) days of the date of the error. You agree that you will be deemed to have waived any claimed error that is not timely reported to us within ninety (90) days.

15. Disclaimer and limitation of liability

THE REWARDS PROGRAM IS BEING PROVIDED TO YOU “AS IS” WITH NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM AND ANY REWARDS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS OR PROMOTIONS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED IN CONJUNCTION WITH ANY REWARDS. IN ADDITION, ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SCORECARD® REWARDS WEBSITE, WE DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THE SITE IS OR WILL BE FREE OF SUCH DESTRUCTIVE MATERIALS. IN ADDITION, WE DO NOT WARRANT OR REPRESENT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE DO NOT ASSUME ANY RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, DELAY, OR INABILITY TO ACCESS, THE SCORECARD® REWARDS WEBSITE, INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO UTILIZE YOUR POINTS TO REDEEM POINTS THROUGH SCORECARD® REWARDS.

16. Additional terms

Points cannot be exchanged, used with any other offer, promotion or discount; nor can points be earned from or transferred to any other credit card, account or rewards program, unless otherwise specified. You are subject to, and must comply with, any additional terms, conditions and restrictions that apply to any reward that you receive, including those imposed by the reward provider.

Fraud or other abuse by the Company, any Commercial Cardholder, or the Managing Cardholder may, in our sole discretion, result in cancellation of your participation in the Program and immediate forfeiture of any accrued points, in addition to any other rights and remedies we may have.

To the fullest extent of the law, you release us and our agents and hold us and our agents harmless from any and all liability to you or any other person regarding the redemption of points, the receipt or use of any Rewards or your participation in the Program. We are not responsible for lost or stolen Rewards.

For certain Rewards, you may be required to sign an additional waiver releasing us and the Rewards supplier from all liability.

This Program is void where prohibited or restricted by applicable law.

17. Tax



You are responsible for any state, federal, or local taxes associated with the accrual or redemption of points, the receipt of any Reward, or your participation in the Program. If you redeem points in order to make a Charity Donation, it is the responsibility of the charity to issue any tax receipt. We also assume no responsibility for ascertaining or confirming the tax-exempt status of any participating charity or the eligibility of any Charity Donation for deduction from income or other taxes.

18. Changes to Managing Cardholder, and other events affecting Managing Cardholder

All points are awarded to the Company based upon the Company's participation in the Rewards Program. Redemptions are administered by you, as the Managing Cardholder, on behalf of the Company. The Company may remove you as the Managing Cardholder and designate a different Managing Cardholder for the Account at any time and for any reason, subject to any requirements or approvals we may impose in connection with such changes. You will have no authority to make any redemptions on the Rewards Account or to administer the Rewards Account, as of the date you are no longer designated as the Managing Cardholder.

The Managing Cardholder's authority to administer the Company's Rewards Account or redeem points shall immediately terminate upon the Managing Cardholder's death. The Company may transfer unredeemed points on the Rewards Account to another Commercial Cardholder. We may request additional documentation to process these transfers.

Except as may otherwise be prohibited by law, points are not eligible for redemption or transfer to satisfy any personal obligation of the Managing Cardholder, including in any creditor proceeding, divorce, dissolution, or similar proceeding involving the Managing Cardholder.

19. Amendments and Notices.

The Program and any terms and conditions may be modified, suspended or cancelled, and the redemption value of already accumulated points may be changed, at any time without notice and without restriction or penalty. Changes in the Program may include, but are not limited to, modifications that affect point accrual, available Rewards, the Earn Rate, expiration of points, and imposition of or change in fees. To the extent any notice is required by these terms and conditions or is otherwise required by law, or if we elect to give notice, you agree that we or our Program vendor may provide such notice exclusively by publishing on our website at either <https://www.umpquabank.com/help-center/commercial-card-management/> or at the www.scorecardrewards.com website, by email to the email account address of record, by any means permitted under the Agreement, or any other means we determine is reasonably calculated to give notice, in our sole discretion.

Rewards orders must be received and processed on or before both the Program end date and any point expiration date. If a Reward is discontinued or becomes unavailable after you have placed a Reward order, we may replace your Reward with a Reward of equal or greater value, or cancel your Reward and return the points to your Rewards Account.

20. Termination of the Program

We reserve the right to terminate the Program at any time and for any reason. In the event we elect to terminate the Program, we will provide you with notice of termination at least sixty



(60) days prior to the effective date of termination in accordance with the notice provisions of section 19. However, we reserve the right to terminate on shorter notice if our decision to terminate the Program is based, at least in part, on a change in applicable law, rules, or regulations affecting the Program, or other matters outside of our control (including Program changes by the vendor who administers the Program on our behalf). During any notice period prior to termination, we reserve the right to make any changes to the Program in accordance with section 19.