



IMPORTANT: The Commercial Card was issued to you at the request of your Employer. Before you sign or use the Commercial Card, you must read this Agreement, as it governs use of the Commercial Card. All extensions of credit in connection with your Account are being made by Umpqua Bank ("Bank")

- Definitions.** In this Commercial Cardholder Agreement (this "Agreement"), the following definitions shall apply: "Commercial Card" means the enclosed Visa® Commercial Card (and all replacements) issued to you by Bank. "Account" means the credit card account established in connection with the Commercial Card. "Transaction" means any Account activity that has a debit value. "Purchase" means a Transaction made to purchase or lease goods or services, or pay amounts you or your Employer owe (excluding Cash Advances). "Cash Advance" means a Transaction to obtain a cash loan from a bank or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, merchant or otherwise) and/or a loan from Bank through your use of any checks or drafts Bank may provide for drawing funds from Bank to be posted as Cash Advances on your Account (any surcharges charged by any owner or operator of any ATM, or by Bank, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance). "Legitimate Business Charge" means any Transaction which benefits your Employer, either directly or indirectly, as determined by your Employer. "Employer" means the organization that authorized Bank to issue the Commercial Card to you as an employee of the organization. "Finance Charge" means any charge to your Account by Bank that is calculated and assessed in accordance with this Agreement. "Annual Percentage Rate" or "APR" means an annualized rate of Finance Charge, as determined by Bank. "Employer Account Agreement" means the Commercial Card Account Agreement between your Employer and Bank, as amended from time to time, that, in addition to this Agreement governs the Account. "Digital Wallet" means a digital wallet, such as Apple Pay®, Samsung Pay® or Google Pay®, or any other electronic payment system into which your Commercial Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system. The words "you" and "your" refer to the employee named on the Commercial Card, who agrees to be bound by the terms of this Agreement.
- Acceptance of the Agreement.** By accepting, signing or using the Commercial Card or the Account, you are agreeing to be bound by this Agreement and any other agreements, disclosures, rules, or notices relating to the Commercial Card and/or the Account as may be posted on Bank's website or otherwise made available to you and as amended from time to time. If you do not agree to be bound by this Agreement and such related agreements, disclosures, rules, and notices, you must not use the Commercial Card or Account, and you must destroy the Commercial Card. Your Commercial Card cannot be used until it is activated. If you activate your Commercial Card, you agree to sign it upon such activation.
- Ownership of the Commercial Card.** The Commercial Card remains the property of Bank. Bank can revoke your right to use the Commercial Card or the Account at any time. Bank may do this with or without cause and without giving you notice. Upon revocation by Bank of your right to use the Commercial Card, you must immediately discontinue use of the Commercial Card and surrender the Commercial Card to your Employer, or upon request by Bank, destroy the Commercial Card.
- Use of Commercial Card.** Charging privileges on the Commercial Card are provided by Bank pursuant to this Agreement and the Employer Account Agreement. Your Employer has authorized issuance of the Commercial Card, which is to be used only by you and only for Legitimate Business Charges. Charging privileges will be withdrawn upon termination of your employment or affiliation with your Employer or upon termination of the Employer Account Agreement. Charging privileges may also be withdrawn by Bank with or without cause at any time and with or without notice.

You agree not to use your Account for any transaction that is primarily for personal, family or household purposes. You agree to accept credits to the Account instead of cash refunds when the original Purchase was charged to the Account. You agree not to use the Account for any illegal transactions.

You acknowledge that Bank provides the Commercial Card as an accommodation party only and, except as otherwise expressly provided by law or herein, Bank is not responsible for the manner in which the Commercial Card is used.

Bank may authorize you to use the Commercial Card through a Digital Wallet. Use of the Commercial Card through a Digital Wallet is subject to Bank's Digital Wallet Rules and Regulations posted on Bank's website, as amended from time to time.

- Statements.** Bank will send a statement at the end of each monthly billing cycle in which the Account reflects a debit or credit balance (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under this Agreement, net of any payments and credits ("New Balance")) or if a Finance Charge has been imposed. Among other things, the monthly statement will: itemize Transactions, credits and adjustments; show any Finance Charge; and set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date"). In certain circumstances, your Employer may decide to receive one summary statement that includes the Commercial Card and to submit one payment that includes your New Balance.
- Payments. Individual Billing.** If your Employer selected individual billing, Bank will bill you for the New Balance, which will be due in full, on or before the Payment Due Date. Your Employer is responsible to Bank for full payment of the New Balance, independent of any agreement or program for reimbursement that may exist between you and your Employer. If you make any payments to Bank regarding your Commercial Card, such payments will be deemed made on behalf of your Employer.

Central Billing. In certain circumstances, your Employer may decide to pay Bank directly for your Transactions under your Account, in which case your New Balance be billed directly to your Employer and will appear on your billing statement for informational purposes.

General Terms for Both Billing Methods. All payments must be made in U.S. Dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. You agree not to deduct or withhold, without Bank's prior written approval, any amount shown as due on a billing statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Bank's rights to payment in full. You agree that payment terms set forth herein supersede any agreement with regard to payment terms established between you and your Employer and/or the seller of goods or services and/or any payment terms that might be imputed to you and the seller under applicable law for goods or services purchased using the



Commercial Card. Subject to any mandatory provisions of applicable law, all payments made on the Account will be applied to your balances in the manner Bank determines. In general, Bank applies payments to lower APR balances before higher APR balances, which means, among other things, your finance charges will increase if Transactions are made that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Account may be delayed. If this happens, additional charges may be imposed.

7. **Cash Advances.** If your Employer consents, you may be able to use your Commercial Card to obtain Cash Advances. If a personal identification number or code ("PIN") is provided for your use, you agree to retain it in secrecy, to not permit other persons to learn your PIN, and to follow your Employer's and Bank's security procedures regarding your PIN and your Commercial Card.
8. **Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on your monthly billing statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

Bank calculates the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current Transactions). The "average daily balance" equals the sum of "daily balances" during the billing cycle divided by the total number of days in the billing cycle. The "daily balance" for each day equals the beginning balance of Cash Advances for such day (including any past due Finance Charges on Cash Advances), plus any new Cash Advances during such day, less any applicable payments or credits made during such day.

The **Annual Percentage Rate or APR** for Cash Advances currently is **23.99%**. Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to you and your Employer. The minimum **Finance Charge** on your combined Cash Advance and Purchase balance is **\$1.00**.

Bank calculates the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of Purchases (excluding current Transactions). The "average daily balance" equals the sum of "daily balances" during the billing cycle divided by the total number of days in the billing cycle. The "daily balance" for each day equals the beginning balance of Purchases (including any Finance Charges on Purchases) for such day, less any applicable payments or credits made on such day. The calculation of "daily balance" does not include any new Purchases made on the applicable day.

The **Annual Percentage Rate or APR** for Purchases currently is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to you and your Employer. The minimum **Finance Charge** on your combined Purchase and Cash Advance balance is **\$1.00**.

If "special" Finance Charge offers are in effect from time to time, Bank will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above. Any such special Finance Charge arrangements may be forfeited if you or your Employer breach, or are in default under, this Agreement, the Employer Account Agreement or any other agreement governing use of the Account, in which case the above described APRs may apply.

9. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa® USA, Inc. or its affiliates ("Visa®"), using Visa®'s currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Commercial Card. A conversion international transaction charge will be charged to the Commercial Card for Transactions in foreign currencies. In addition, an International Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S. in the amount specified the Employer Account Agreement.
10. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to your Account:
 - (a) **Late Fee.** If payment is not received by the Payment Due Date, a late payment fee in the amount specified in the Employer Account Agreement may be charged. For the avoidance of doubt, this late payment fee applies each time the New Balance is not paid by the Payment Due Date.
 - (b) **Return Check Fee.** If a financial institution does not honor the check, ACH withdrawal or other payment method used to pay amounts owing under this Agreement or Bank must return a check because it is not signed or is otherwise irregular, Bank may charge a return check fee in the amount specified in the Employer Account Agreement. For the avoidance of doubt, this return check fee applies to each instance where a check, ACH withdrawal or other payment method is not honored.
 - (c) **Payment by Phone Fee.** Bank may charge a fee if you make a payment through a phone call to Bank in the amount specified in the Employer Account Agreement.

The fees and other charges specified in the Employer Account Agreement may be changed from time to time through disclosures posted on Bank's website or otherwise made available to your Employer.

When you use an ATM not owned by Bank, there may be a fee charged by the ATM operator, Bank or by any network used to complete a Transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged with Bank, any late payment, returned check, or payment by phone will be added to your Purchase balance and be treated as a Purchase.

11. **Default.** You will be in default if: (1) you fail to comply with this Agreement, (2) you fail to meet any of your other obligations, howsoever



arising (i.e., whether related or unrelated to this Agreement or your Commercial Card) to Bank when due, or upon your death or bankruptcy or insolvency, or (3) Bank believes in good faith that the performance of your obligations to Bank is impaired for any reason. If you or your Employer is in default, Bank may, at its option, restrict further Account activity. Bank may also, at its option, demand immediate payment of the full balance of your Account and take any available legal action. Nothing herein shall limit Bank's right to terminate any or all of your Account privileges as otherwise provided in this Agreement. Bank will not be obligated to honor any attempted use of the Commercial Card if a default has occurred under this Agreement or under the Employer Account Agreement, or if Bank has decided to suspend or terminate the Commercial Card.

12. **Cancellation of Commercial Card.** You may cancel your Commercial Card at any time by notifying Bank in writing at the address on your monthly billing statement and by returning the Commercial Card to your Employer. Your Employer or Bank may suspend or cancel your Commercial Card at any time for any reason or no reason. You agree to surrender the Commercial Card upon request to your Employer or upon request by Bank, destroy the Commercial Card.
13. **Renewal and Replacement Cards.** Unless canceled, the Commercial Card will be valid until the expiration date which is printed on the Commercial Card. Bank may continue to issue renewal or replacement Commercial Cards until you or your Employer notifies Bank to cancel the Account.
14. **Exchange of Information between Bank and your Employer.** You hereby authorize Bank to furnish information concerning your use of the Commercial Card to your Employer. In addition, you hereby authorize your Employer to furnish to Bank information concerning reimbursement received, your employment status, and your location.
15. **Loss, Theft or Unauthorized Use of Commercial Cards.** You agree to notify Bank immediately of any loss, theft or unauthorized use of the Commercial Card or Account. You agree to give such notice by calling Bank at the phone number provided in Section 18 of this Agreement and by sending written notice to Bank at the address provided in Section 18 of this Agreement. You further agree to notify your Employer in accordance with your Employer's instructions. Bank may terminate or limit access to your Commercial Card or Account if you have notified Bank or Bank has determined that your Commercial Card may have been lost or stolen, or that there may be unauthorized access to your Commercial Card or Account. Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or PIN.

You may be liable for the unauthorized use of your Commercial Card. You will not be liable for unauthorized use that occurs after you notify Bank in accordance with this Section 15 of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.

The foregoing limitation on liability does not apply to your Employer, who has agreed to assume all liability for unauthorized use of your Commercial Card.

16. **Refusal to Honor Commercial Card.** Bank will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Bank also reserves the right to deny authorization of any Transactions. Except as otherwise required by applicable law or regulation, Bank will not be responsible for merchandise or services purchased or leased through use of the Commercial Card or the Account.
17. **Credit Limit/Authorized Usage.** Your credit limit is shown on the folder containing your Commercial Card. Your credit limit is a portion of the Employer's authorized credit and is based on your Employer's requested credit limit for you and other factors as determined by Bank, in Bank's sole discretion. Since Bank may change your credit limit from time to time, your latest credit limit will appear on the periodic statement. You agree not to make a Purchase or obtain a Cash Advance, or any other Transaction that would cause the unpaid balance of the Account to exceed your credit limit. Bank may honor Purchases, Cash Advances, or other Transactions in excess of your credit limit, at Bank's sole discretion and this Agreement also applies to that excess. You agree that Bank may change or cancel your credit limit at any time without affecting your obligations under this Agreement. Bank may designate that only a portion of your credit limit is available for Cash Advances or other Transactions and if you exceed that limit, you will be considered to have exceeded your credit limit for all purposes of this Agreement. For security reasons, Bank may limit the number of or dollar amount of Purchases, Cash Advances or other Transactions that may be accomplished with your Account, and Bank has the right to limit authorizations to make Purchases or obtain Cash Advances, or other Transactions if Bank considers it necessary to verify payments received on the Account or otherwise in Bank's sole discretion at any time.
18. **Notice and Communication.** Statements will be sent to you and your Employer at the physical address shown in Bank's files or by an electronic statement to the email address for you and your Employer shown in Bank's files. Bank can provide any notice required under this Agreement or required by law at the physical address for you shown in Bank's files, through electronic notice given to any email address for you provided to Bank, or by telephone at any telephone number for you provided to Bank. Such notices may refer to a link on Bank's website and you agree to access such link and read the content on the webpage to which it is directed, or contact Bank to receive a hardcopy of such notification. You agree to inform Bank promptly in writing of any change in physical address, email address or telephone number. Bank may, in its discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from you to Bank must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling 1-866-777-9013. If you have a dispute with Bank, contacting Bank verbally may not preserve your rights.

If you give Bank your mobile phone number, Bank has your permission to contact you at that number about your Account. Your consent allows Bank to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on Bank's behalf to service the Account. Message and data rates may apply. You may contact Bank anytime to change these preferences. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of the Account; collecting on the Account; and providing you information about products and services.

19. **Billing Disputes.** Disputes regarding charges or billings in connection with the Account shall be communicated in writing to Bank at the address indicated in Section 18. Oral communications with Bank regarding disputed charges or billings will not preserve your rights.



Communications should include your name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of your monthly statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with your Commercial Card, and billing errors on you monthly statement. You and your Employer are responsible for handling any dispute directly with the merchant that accepted or refused to accept your Commercial Card. You may not assert disputes you have with a merchant against Bank. Any such dispute is solely between you and the merchant, and you or your Employer must still pay the total amount of the sales draft plus any appropriate charges Bank may be authorized to make. Bank will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but Bank will not be responsible for resolving or correcting them.

20. **Third Party Offers.** From time to time, cardholder benefits may be offered through programs sponsored by third parties. These benefits may be subject to certain terms, conditions and exclusions. Bank and/or the third party may add, change or delete entirely these benefits without notice or liability to you.
21. **Proprietary Information.** Bank considers the Commercial Card program to be a unique service involving Bank's proprietary information. You agree that Commercial Card program reports, manuals, documentation (including, without limitation, this Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
22. **Phone Calls.** In the regular course of business, Bank may monitor and record phone conversations made or received by Bank employees. You agree that Bank will have such right with respect to all phone conversations between you and Bank employees, whether initiated by you or a Bank employee.
23. **Internet Access and Account Information.** Bank may permit you to access certain information regarding the Account via the internet and may provide certain advance reporting regarding the Account. Such internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and you hereby agree to be bound thereby. Bank may, in its sole discretion, at any time and without prior notice, discontinue providing you with internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK. If Bank elects to provide you with access to certain information regarding the Account via the internet or provides any advance reporting regarding the Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and you agree to accept full liability for any changes made to the Account by you using these internet services.
24. **Termination.** Notwithstanding any other provision in this Agreement, Bank may limit, suspend, or terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Commercial Card in warning directories) without notice, or liability. If requested, you must destroy your Commercial Card. You agree that you will not try to make a Purchase or obtain a Cash Advance or otherwise cause a debit to your Commercial Card after you have been notified that your privilege to use your Commercial Card has been terminated. Any termination of this Agreement will not affect your obligations under this Agreement or your liability for all charges and other amounts posted to your Account. In addition, ATMs are programmed to retain Commercial Cards in certain circumstances. The provisions of this Agreement shall survive termination of this Agreement as their context may naturally dictate.
25. **Amendment.** Bank can amend this Agreement at any time upon notice to you. Subject to the requirements of applicable law, any amendments to this Agreement will become effective at the time stated in the notice to you and unless specified otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in the Account as well as new Transactions. Use of the Commercial Card after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Agreement without the prior written consent of Bank.
26. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
27. **Non-Waiver.** Bank can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting to have the same effect without losing or in any way impairing any of Bank's rights. Bank can also delay enforcing its rights for any length of time and for any number of times without losing or in any way impairing those or any other rights. The fact that Bank may at any time honor a Purchase or Cash Advance in excess of your credit limit does not obligate Bank to do so again, nor does it waive any of Bank's rights or remedies regarding your breach of this Agreement (i.e., your act of exceeding your credit limit). Without limiting the foregoing, the delay or failure of Bank to exercise any right, power or option, or to insist upon strict compliance with any term of this Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Agreement, nor a waiver of that or any other breach thereof, nor a waiver of Bank's right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Bank unless it is expressly stated in a writing signed by Bank.
28. **Governing.** This Agreement and your Commercial Card will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.



29. **Venue.** If there is a dispute or issue relating to your account or to this Agreement, the court proceeding will occur in the location specified in the Employer Account Agreement.
30. **DISCLAIMER.** BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU OR YOUR EMPLOYER WITH RESPECT TO THIS AGREEMENT, THE EMPLOYER ACCOUNT AGREEMENT, THE COMMERCIAL CARD OR THE ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL BANK SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK.
31. **Assigns & Successors.** You may not assign, in whole or in part, your Commercial Card, the Account, or this Agreement to any other person or entity. Bank may at any time assign, in whole or in part, your Commercial Card, the Account, any sums due under the Account or this Agreement to any person or entity. The person or entity receiving any such assignment shall succeed to Bank's rights and obligations under this Agreement to the extent assigned. Except as otherwise provided herein, this Agreement shall be binding upon the parties' successors and assigns.
32. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (i) BANK WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (ii) BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN BANK'S REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND BANK'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (iii) BANK WILL NOT BE LIABLE FOR ANYTHING RELATING TO YOUR USE OF THE COMMERCIAL CARD, THE ACCOUNT OR THIS AGREEMENT EXCEPT TO THE EXTENT DIRECTLY ARISING AS A RESULT OF BANK'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED BANK HAS COMPLIED WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AND YOUR EMPLOYER AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR USE OF THE COMMERCIAL CARD, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE PROVIDED BY BANK.
34. **Entire Agreement.** This Agreement, the Employer Account Agreement and other related agreements, is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
35. **State Law Disclosures.** Notice to California Residents: Regardless of your marital status, you may apply for credit in your name alone.
36. **Confidentiality.** Bank may disclose information to third parties about your Account and/or the Transactions in order to process Transactions or otherwise perform Bank's obligations under this Agreement, to verify the existence and condition of your Account for a third party (such as a credit bureau or merchant), to comply with government agency or court orders, or in accordance with your written permission.