



## DIGITAL WALLET RULES & REGULATIONS

These Digital Wallet Rules & Regulations ("Digital Wallet Terms") apply when you add a credit card or debit card issued by Umpqua Bank (an "Umpqua Bank Card") to a digital wallet, including, but not limited to, Apple Pay®, Samsung Pay® or Google Pay®, or any other electronic payment system into which your Umpqua Bank Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system ("Digital Wallet"). In these Digital Wallet Terms, "you" and "your" refer to the cardholder of the Umpqua Bank Card, and "we," "us," "our," and "Umpqua Bank" refer to Umpqua Bank. When you add an Umpqua Bank Card to a Digital Wallet, you agree to the rules and regulations contained herein.

### ADDING YOUR UMPQUA BANK CARD TO A DIGITAL WALLET

You can add an eligible Umpqua Bank Card to a Digital Wallet by following the instructions of the Digital Wallet provider. Only Umpqua Bank Cards that we tell you are eligible can be added to a Digital Wallet. If your Umpqua Bank Card or underlying account is not in good standing, that Umpqua Bank Card cannot be added to a Digital Wallet. When you add an Umpqua Bank Card to a Digital Wallet, the Digital Wallet allows you to use the Umpqua Bank Card to enter into transactions where the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Umpqua Bank Card is accepted. When you enroll in the Digital Wallet, we may require additional verification.

### UMPQUA BANK RESPONSIBILITIES

Umpqua Bank is not responsible for the Digital Wallet. Umpqua Bank is not the provider of the Digital Wallet and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Umpqua Bank Card in the Digital Wallet. We are not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or nonperformance of the Digital Wallet provider or for any third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet.

### SECURITY

You agree not to allow anyone else to log on to or use your mobile phone or other device if that would mean that they could use your Umpqua Bank Card in the Digital Wallet. You will ensure that only your security details, fingerprint or other security measure can be used to use your Umpqua Bank Card in the Digital Wallet. You shall keep these details secure and shall not share them with anyone else.

### FEES

We do not charge additional fees for adding your Umpqua Bank Card to a Digital Wallet or for using your Umpqua Bank Card in a Digital Wallet. The Digital Wallet provider and other third parties, such as mobile phone or wireless companies, data service providers or retailers, may charge you for using the Digital Wallet or for transactions using the Digital Wallet.



# UMPQUA BANK

## UMPQUA BANK TERMS APPLY

The rules and regulations and account agreements that govern your Umpqua Bank Card do not change when you add your Umpqua Bank Card to a Digital Wallet or use your Umpqua Bank Card through a Digital Wallet. Any applicable interest, fees, and charges that apply to your Umpqua Bank Card also apply when you use the Digital Wallet to access your Umpqua Bank Card. We can block your Umpqua Bank Card in the Digital Wallet from transactions at any time.

### REMOVING YOUR UMPQUA BANK CARD

If you need to remove your Umpqua Bank Card from the Digital Wallet, follow the directions on your associated device or contact your Digital Wallet provider for instructions.

### UMPQUA BANK USE OF YOUR INFORMATION

You agree that we may share your information with your Digital Wallet provider, a payment network and any others in order to provide the services you have requested, to make information available to you about your Umpqua Bank Card transactions, and to improve our ability to provide these services. The terms of your agreement with your Digital Wallet provider govern the use of your information by the Digital Wallet provider.

Your privacy and the security of your information are important to us. We do not control the privacy and security of your information held by your Digital Wallet provider. That is governed by the privacy policy given to you by your Digital Wallet provider.

### NOTICES AND ELECTRONIC COMMUNICATIONS

You consent to receive electronic communications and disclosures from us in connection with your Umpqua Bank Card and the Digital Wallet. You agree that we can provide notices to you concerning these Digital Wallet Terms and your use of your Umpqua Bank Card through the Digital Wallet by posting the material on our website, through electronic notice given to you by email, text message or through the mobile device that you use for the Digital Wallet at any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. This may include contact from companies working on our behalf to provide services to you. You agree to tell us if the contact information you have given to us changes. Your usual text message or mobile device fees may apply.

### QUESTIONS

If you have any questions or complaints about your Umpqua Bank Card, please contact us at the telephone number on the back of your Umpqua Bank Card. If you have any questions or complaints about the Digital Wallet, please contact the Digital Wallet provider using the information given to you by the provider.



## TERMINATION OF DIGITAL WALLET

We reserve the right for any reason to discontinue offering or supporting use of your Umpqua Bank Card through a Digital Wallet or to not participate or terminate participation in the Digital Wallet provider's program. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate use of your Umpqua Bank Card through a Digital Wallet at any time without notice and for any reason, including if you violate these Digital Wallet Terms or any agreement governing use of your Umpqua Bank Card, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Umpqua Bank Card. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of your Umpqua Bank Card through a Digital Wallet.

## DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF YOUR UMPQUA BANK CARD THROUGH A DIGITAL WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE USE OF YOUR UMPQUA BANK CARD THROUGH A DIGITAL WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO USE OF YOUR UMPQUA BANK CARD THROUGH A DIGITAL WALLET, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY DIGITAL WALLET, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A DIGITAL WALLET WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A DIGITAL WALLET WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT, OR OTHERWISE AFFECT THE FUNCTIONING OF A DIGITAL WALLET, SUCH AS UNAVAILABILITY OF THE APPLICABLE DIGITAL WALLET SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION.

USE OF YOUR UMPQUA BANK CARD THROUGH A DIGITAL WALLET INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS.



This section shall survive any termination of these Digital Wallet Terms.

## LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE DIGITAL WALLET TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE YOUR UMPQUA BANK CARD THROUGH A DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This section shall survive any termination of these Digital Wallet Terms.

## MISCELLANEOUS

Your access to and use of your Umpqua Bank Card through a Digital Wallet is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Digital Wallet Terms. If any part of these Digital Wallet Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Digital Wallet Terms shall continue in effect. Our failure to exercise or enforce any right or provision of these Digital Wallet Terms shall not constitute a waiver of such right or provision. We may assign these Digital Wallet Terms, in whole or in part, at any time with or without notice to you. You may not assign these Digital Wallet Terms, or any part of it, to any other party. Any attempt by you to do so is void. These Digital Wallet Terms shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

## CHANGES TO THESE DIGITAL WALLET TERMS

We reserve the right to revise these Digital Wallet Terms at any time and you are deemed to be aware of and bound by any changes to these Digital Wallet Terms by your continued access to or use of your Umpqua Bank Card through a Digital Wallet. We will provide you notice if required by law. We will indicate that changes to these Digital Wallet Terms have been made by updating the date indicated after ["Version:" (below)]. You cannot change these Digital Wallet Terms, but you can terminate these Digital Wallet Terms at any time by removing all Umpqua Bank Cards from a Digital Wallet.



**UMPQUA BANK**

## **GOVERNING LAW**

These Digital Wallet Terms are governed by the laws of the state of Oregon, without regard to principles of conflicts of law.

\* Apple Pay is a registered trademark of Apple Inc.

\* Samsung Pay is a registered trademark of Samsung Electronics Co., Ltd.

\* Google Pay is a registered trademark of Google Inc.