

Gift Card Terms and Conditions



This Gift Card Terms and Conditions ("Agreement") governs the issuance and use of the Gift Card as well as other related products and services identified in this Agreement.

All fees	Amount	Details
Get Started		
Card purchase	\$0	
Minimum Amount Required to Open	\$25.00	
Monthly usage		
Monthly Inactivity Fee	\$3.00	Per month after 12 consecutive months of inactivity.
Get cash		
Point-of-Sale Withdrawals	\$0	PIN or Signature.
Information		
Online Access	\$0	Transaction history and statements.
Paper Statement	N/A	Not Available.
Customer service (automated)	\$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0	No fee for calling our live agent customer service line.
Overdraft Fee	\$0	Your balance may at times be negative due to a return item. However you will not be charged an Overdraft Fee.
Other		
Replacement card if expired	\$0	
Rush Card Order	\$60.00	Per card.

Funds on the Card are insured by the Federal Deposit Insurance Corporation, subject to its rules and regulations and applicable limits. Your funds will be held at or transferred to Umpqua Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Umpqua Bank fails, if specific deposit insurance requirements are met and your card is registered.

No overdraft/credit feature.

Your funds are eligible for FDIC insurance. Register your card for FDIC insurance eligibility and other protections. Once registered, your funds are insured up to \$250,000 by the FDIC if your card is and registered specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

Contact Umpqua Bank by calling 1-866-486-7782-, by mail at ATM Card Services, P.O. Box 19243, Spokane, WA 99219, or visit www.umpquabank.com.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

List of transaction limits for the Umpqua Bank Gift Card

All transactions	Limit
Limitations on Frequency	
ATM Transactions	Not Available
Obtain Cash In-Branch or non-Umpqua branches	Not Available
Card-to-Card Transfer	Not Available
Card Loads/Deposits	1
Limitations on dollar amount	
ATM Transactions	Not Available
Obtain Cash In-Branch or non-Umpqua branches	Not Available
Card-to-Card Transfer	Not Available
PIN Point-of-Sale Purchase	\$500
Signature Point-of-Sale Purchase	\$500
Card Loads/Deposits	\$500
Maximum Account Balance	\$500

These Gift Card Terms & Conditions ("Terms & Conditions") govern the issuance and use of the Prepaid Gift Card as well as other related products and services identified in these Terms & Conditions.

- Definitions.** "Card" means a Prepaid Gift Card issued through Umpqua Bank ("Umpqua"). You may only access the funds on the Card with the Card in accordance with these Terms & Conditions. You may not make any deposit, withdrawal, or any other transaction with the Card, except for the initial Card load and transactions described herein. "Agreement" means these Terms & Conditions, as well as any other agreements, disclosures, rules, or notices relating to the Card or any other account as may be posted on Umpqua's website or otherwise made available to you, as applicable, and as amended from time to time. "Available Balance" means the balance on the Card after deducting (1) a load that is not yet available for withdrawal under our Funds Availability Policy, (2) Card transactions that we are legally obligated to pay or have already paid out in cash, and (3) any authorizations, pre-authorizations, or holds on the Card. "Business Day" means every day except Saturdays, Sundays and federal holidays. "PIN" means a four (4) digit personal identification

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number that you either select or request us to randomly generate and send to you by mail. A PIN is needed in order to use some of the features of the Card. The words “we”, “us”, and “our” refer to Umpqua Bank (“Umpqua”). The words “you” and “your” refer, jointly and severally, to the individual(s) to whom the Card is issued. Visa® is a registered trademark of Visa® USA, Inc. References to Card usage include references to such usage whether through physical presentment at a Point of Sale (POS), providing the card number over the phone, through the internet or otherwise, and/or using the Card’s PIN, whether such usage is made by you or someone you allow to make such usage.

2. **Acceptance.** By using the Card, you agree to be bound by these Terms & Conditions, as well as any other Agreement. If you do not agree to be so bound, you must not use the Card, and you must cut the Card in half and dispose of the pieces. In such event, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.
3. **Ownership.** The Card is property of Umpqua. We can revoke your right to use the Card at any time, with or without cause and with or without notice. You must surrender the Card to Umpqua upon request. In such event, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.
4. **Before Using the Card.** The Card cannot be used until it is activated by following the instructions accompanying the Card, and select a PIN. You agree to sign the Card upon such activation. Once the Card is signed, it cannot be transferred to anyone else. You agree to register the Card in your name by going to www.umpquabank.com and selecting the “Prepaid Gift Card Login” from the log in dropdown menu. The registration of the Card is necessary to replace your Card in the event it is lost, stolen or damaged, to make claims if you have unauthorized purchases, to make purchases by phone, mail or the internet, to be eligible for FDIC Insurance coverage per Section 8 of these Terms & Conditions, and to receive notices of any amendments to the Agreement.

5. **Use of the Card.** You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. Dollars loaded at the time of purchase. The Card’s prepaid funds cannot be increased after the Card is issued or replaced after the funds are used. The prepaid funds will decrease as you use the Card, or you incur, or we assess, a fee or charge. We do not pay interest on the prepaid funds on the Card. Purchases of Cards are final, and resale of Cards is strictly prohibited. You may use the Card:

(a) to purchase goods or pay for services at merchants that display the Visa®, INTERLINK® or NYCE® logo.

The Card cannot be used:

- (a) to obtain cash at ATMs, cash back with a purchase or over-the-counter cash withdrawals;
- (b) to make purchases with merchants domiciled outside the United States, including, without limitation, international internet merchants;
- (c) to make regular, preauthorized payments to third parties; or
- (d) to engage in gambling transactions.

Each time you use the Card to make a purchase, you authorize us to debit the amount against the Available Balance on the Card. You also authorize us to debit any applicable fees and charges.

Refer to the Prepaid Gift Card Fee Schedule and Transaction Limitations charts in this document for specific information.

6. **Underlying Card Funds and Card Expiration.** Funds initially loaded using cash will be available to you on the day we receive the cash.

The funds underlying the Card never expire. While the underlying funds on the Card never expire, the Card is valid through the expiration date shown on the front of the Card or until the available balance on the Card reaches zero. Replacement Cards are available without a fee after the Card expiration date by calling Customer Care at 866-486-7782.

7. **Personal Identification Number (PIN).** In order to protect the use of the Card, a PIN will be required to conduct a transaction with the Card at a POS terminal where PINs are accepted. You will be required to select a PIN at the time the Card is activated. You agree (a) not to provide your PIN to any person, (b) not to write your PIN on the Card, (c) to keep the Card in a safe place, and (d) to protect the Card and PIN from fraudulent or unauthorized use.

Some merchants may elect to route your transaction through a non- Visa® network. If a merchant requests your PIN number, it is possible the merchant is attempting to route your transaction through a non- Visa® network. If you provide your PIN number for transactions, a PIN POS fee may apply as disclosed in the fee schedule below. Schedule may be amended from time to time.

8. **FDIC Insurance.** Funds on the Card are insured by the Federal Deposit Insurance Corporation, subject to its rules and regulations and applicable limits, as long as the Card has been registered per Section 4 of these Terms & Conditions. Register your card for FDIC insurance eligibility and other protections. Once registered, your funds are insured up to \$250,000 by the FDIC if your card is and registered specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.

9. **Transactions.** You are responsible for the use of the Card. If you give someone the Card, Card number, or PIN, you are permitting that person to use the Card, and you are responsible for their transactions until you tell us otherwise. We reserve the right to refuse a Card transaction if we believe that it may be fraudulent or for any other reason.

10. **Authorization Holds.** For all Card transactions, please note that we are permitted to place a temporary hold against some or all of the funds on the Card if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an “Authorization Hold”, and it will be subtracted from the Available Balance on the Card. In the case of an authorization request at a gasoline merchant or at a restaurant, hotel, or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For those transactions, there may be no Authorization Hold, or the amount of the Authorization Hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no Authorization Hold. We are permitted to place an Authorization Hold on funds on the Card for up to five (5) business days (or such other period of time as may be disclosed for certain types of transactions, e.g., in the case of card usage at a hotel merchant) from the time of the authorization until the matched transaction is paid from the Card. Please note that if the transaction is not submitted promptly for payment by the merchant, we will release the Authorization Hold, which will increase the amount of funds on the Card until the transaction is submitted for payment by the merchant and finally posted to the Card. In all events, during the hold period, you will not have access to the amount of the hold.

11. **Use at Gasoline Merchants.** Use of the Card at an automatic fuel pump may result in a hold of \$75 against the Available Balance for the lesser of 3 days or until the transaction settles. If you do not have an Available Balance of at least \$75, your automated fuel pump authorization request may be declined. You may elect to pay the merchant inside at the counter for the exact amount of your purchase to avoid this hold or decline.

12. **Use at Hotel or Car Rental Merchants.** Use of the Card at a hotel or car rental merchant may result in a 30 day hold against the Available Balance on the Card until the transaction settles.

13. **Use at Restaurant Merchants.** Use of the Card at a restaurant or other merchant where a tip may be appropriate may result in a hold of 20% of the purchase amount (in addition to the purchase amount) against the Available Balance on the Card until the transaction settles.

14. **Transaction Limits.** The Card is subject to withdrawal and transactional limits, outlined below, which may change from time to time. Any such changes will

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generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in the notice.

You may not transfer the cash balance available on the Card to another bank account nor transfer funds from the Card using the ACH system.

15. **Negative Balances.** You are not allowed to exceed the Available Balance on the Card. If we, in our sole discretion, settle or pay a transaction against the Card when the Card has insufficient funds available to pay the transaction, then you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges and will reimburse us immediately for that amount after we notify you that the Available Balance has been exceeded. If you fail to reimburse us, we will have the right to institute collection proceedings and/or to report your failure to consumer reporting agencies in compliance with applicable law, and you agree to be liable for all costs incurred by us for said collection, including reasonable attorney fees. Notwithstanding the foregoing you understand that we may set off the amount of the negative balance against any other account that you have with us.
16. **Card Records.** You should obtain and review a receipt at the time you make each transaction using the Card and you should regularly review the transaction history of the Card transactions ("Transaction History") for errors or unauthorized transactions.

You may request information about the funds available on the Card:

- (a) by calling our Customer Resource Center at 866-486-7782 or
(b) online at www.umpquabank.com.

Electric Fund Transfer Documentation

- (a) **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your Account using an automated teller machine or point-of-sale terminal.
(b) **Periodic statements.** You will get a monthly Account statement from us for your checking Accounts.

We will not mail you a periodic statement regarding the Card transactions. You may, however, obtain a Transaction History:

- (a) online at www.umpquabank.com, where you may view, print, or electronically save to your computer or device your Transaction History; or
(b) by calling our Customer Resource Center at 866-486-7782.

Because of delayed processing or posting of transactions on the Card, balance information and transaction histories you obtain may not reflect all transactions if some are in process at the time the information is provided.

17. **Merchant Transactions.** We are not responsible for the quality or quantity of goods, property, or services you purchase with the Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant or seller, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services purchased with a Card were defective, not delivered, or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any credit vouchers for returns or adjustments will be credited to your account when received by us. We may, in our sole discretion, attempt to facilitate a resolution with a merchant, but we will not be responsible for doing so, whether or not we make any efforts in that regard. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to the Card for such refunds. No cash refunds will be made by us to you on Card purchases. We also will not be liable if a merchant refuses to honor the Card.
18. **Split Purchases.** If permitted by the merchant, you may be able to use the Card to make a purchase that exceeds your Available Balance by using the Card and another form of payment (such as cash, check or other payment card, for the remaining amount of the purchase price). You will need to know the precise amount of Available Balance on the Card if the merchant allows so-called split tender or split purchases. Many merchants do not permit these types of purchases and we do not guarantee that you will be able to use the Card in this manner.
19. **Prohibited Transactions.** You may not use the Card in connection with any Internet or on-line gambling transaction, even if gambling is legal in the jurisdiction where the activity took place. We are not responsible for your losses from gambling or illegal activity or otherwise. You agree not to use the Card for illegal purposes. It is your responsibility to determine if your usage is legal. The display of the Visa® logo or any other logo by any person accepting the Card does not indicate that a transaction is legal. You acknowledge that we provide the Card as an accommodation party only and, except as otherwise expressly provided by law or herein, we is not responsible for the manner in which the Card is used.
20. **Stop Payment.** Unless otherwise provided in the Agreement, you may not place a stop payment on any transactions made using the Card.
21. **Unauthorized Transfer(s).** Tell us AT ONCE if you believe the Card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made or may be made without your permission. You must immediately notify us by calling the customer service number listed below or by writing to us at the address listed below. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus any overdraft). If you tell us within 2 business days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used the Card and/or PIN without your permission.

To contact us, please visit your local Umpqua Bank Branch, call us at 1-866-486- 7782 or write to us at:

ELECTRONIC DISPUTES

P.O. BOX 19243

SPOKANE, WASHINGTON 99219

Business Days: Monday through Friday, excluding federal holidays

If you do NOT tell us within 2 business days after you learn of the loss or theft of the Card and/or PIN, and we can prove we could have stopped someone from using the Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your Transaction History shows a transaction that you did not make, whether made by card, PIN or other means, tell us at once. If you do not tell us within 120 days after the transaction was first made available in your Transaction History (whether or not it was sent to or accessed by you), you may not get back any money you lost after the 120 days, as applicable, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for Unauthorized Visa® Point of Sale Card Transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized POS transactions using your lost or stolen Card. This additional limit on liability does not apply to transactions using your personal identification number or code ("PIN") which are not processed by Visa®.

We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Card or PIN.

22. **Error Resolution.** In case of errors or questions about the Card account, call or write us at the telephone number or address listed below, as soon as you can, if you think your Transaction History or receipt is wrong or if you need more information about a transaction. We must hear from you no later than 60 days after the Transaction History showing the transaction was mailed to you or accessed by you online or within 120 days after the transaction was first

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made available in your Transaction History (whether or not it was sent to or accessed by you).

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transaction involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. If you have any questions, please visit your local Umpqua Bank Branch, call us at 1-866-486- 7782 or write to us at:

ELECTRONIC DISPUTES
P.O. BOX 19243
SPOKANE, WASHINGTON 99219
Business Days: Monday through Friday, excluding federal holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

- 23. Amendments. Failure to Make Transfers.** If we do not complete a transaction from the Card on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have Available Balance on the Card to complete the transaction;
- (b) If your money is uncollected, or is being held or frozen or is subject to legal process, court order, or other restrictions prohibiting the transfer;
- (c) If you have exceeded the limits on frequency of transfers or dollar amount of transfers;
- (d) If the Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently, in an unauthorized manner, or in breach of the Agreement, or if the Card has been damaged;
- (e) If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- (f) If making the transfer would cause us to violate any law, rule, or regulation;
- (g) If the Card is presumed abandoned under applicable law, or if we consider the Card to be dormant or inactive;
- (h) If a merchant, financial institution, or other party refuses to accept the Card;
- (i) If the system was not working properly and you knew about the breakdown when you started the transaction; or
- (j) If circumstances beyond our reasonable control prevent the transaction.

There are other exceptions stated in the Agreement.

All of our liabilities, in this section or otherwise, are also subject to the limitations provided in the Agreement to the extent such limitations are not prohibited by law.

- 24. Set Off.** Any obligation or monies due may be charged to any account in your name (including any joint owner), and you hereby grant to us a security interest in the Card and any account with us to secure any money owed to us, regardless of the amount of contribution by any of you to the Card or other such account(s). You agree that the security interest granted to us is consensual and is in addition to our common law right of set off. You also grant to us the right, on our own behalf and on behalf of our affiliates, to set off against any and all money in the Card to pay any money due or obligation owed by you. You acknowledge that the obligations secured by our security interest and set off rights granted hereby include all present and future obligations owed by you to us or any of our affiliates. You agree that we may act in accordance with instructions received from any of our affiliates regarding disposition of money on the Card or in your accounts without any further consent or action by you. We may exercise our right of set off and our security interest without recourse to other collateral, if any, and even if such action causes you to have transactions drawn returned, incur an early withdrawal penalty, or any other consequence. If we exercise our rights hereunder, we will notify you to the extent required by applicable law. Our right of set off and security interest may not apply to the Card to the extent expressly prohibited by applicable law.

- 25. Termination.** We may suspend or terminate your privileges under the Agreement or limit or cancel your right to make Card transactions at any time (and list the Card in warning directories) with or without notice, except as prohibited by law. You may terminate your privileges under the Agreement at any time (if done through a phone call, we may require that the termination be confirmed in writing). After the Card privileges have been terminated (by us or by you), you will not use the Card, and you will cut them in half and dispose of the pieces. Any termination will not affect your obligations for transactions completed with the Card, even if those transactions are completed after the termination. The provisions of the Agreement will survive termination of the Agreement as the context may naturally dictate. If the Card is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

- 26. Unclaimed Property.** If the Card remains inactive, with no activity for twelve (12) consecutive months, we will assess a monthly inactivity fee, per the fee schedule outlined in this document, against the remaining balance on the Card until the balance is \$0.00, or the account becomes active again.

If the Card maintains a zero or negative balance for two (2) months, we will cancel the Card, without prejudice to our right to collect any funds due us.

The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts). The funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account within the time period specified by state law, generally a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed or dormant. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

- 27. Amendments.** We can amend the terms of the Agreement at any time upon notice to you. Subject to the requirements of applicable law, any amendments to the Agreement will become effective at the time stated in our notice. Use of the Card after the effective date of the amendment constitutes acceptance of the amendment. You will have no right to amend the Agreement.

- 28. Assignment.** You may not assign or transfer any or all of your rights or obligations relating to the Card or the Agreement. We may assign any or all of our

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rights or obligations relating to the Card or the Agreement to any third party or parties in our sole discretion and without notice to you, subject to applicable law.

29. **No Waiver.** We can delay enforcing our rights or remedies for any length of time and for any number of times without losing or in any way impairing those or any other of our rights or remedies. The fact that we may honor a transaction does not obligate us to do so again, nor does it waive any of our rights or remedies. Without limiting the foregoing, the delay or failure of us to exercise any right, remedy, power or option, or to insist upon compliance with any provision of the Agreement, will not constitute a waiver of that or any other right, remedy power, option, or provision, nor a waiver of that or any other breach, nor a waiver of our right at any time thereafter to require compliance with that or any other provision. No waiver will be effective against us unless it is expressly stated in a writing signed by us.
30. **Notices.** Any notice we send you will be considered effective when it is sent in the U.S. mail to the address in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with the Card, including, with respect to changes to the Agreement, any means or method described in the Agreement. You agree to notify us immediately of any changes in any applicable information, including, without limitation, including, without limitation, changes in your name, your address, or phone number. We may use any source available to us to update and validate the accuracy of your information, but we have no obligation to do so. Unless otherwise provided in the Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act.
31. **Items that May Affect Your Card.** If we are served with any legal process which affects the Card, we may, without liability, suspend transactions on the Card which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. Should we be served with garnishment in your name, you agree that our remittance of any amounts constitutes an authorized withdrawal as provided herein. We shall not be liable for any damages to you by reason thereof, provided that we acted in good faith.
32. **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 the 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.
33. **DISCLAIMER.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL OUR SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO US.
34. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) WE 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 OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (III) WE WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THE AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF YOUR CARD, THE AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
35. **Venue.** If there is an issue relating to your Card account, you and we agree that the location of the court proceeding will occur in the state where you opened the Card account and that county will be chosen by us in our sole discretion.
36. **Confidentiality.** We will disclose information to third parties about your account or the transactions you make in order to process transactions or otherwise perform our obligations under the Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), to comply with laws, rules, regulations, or government agency or court orders, as explained in the separate Privacy Policy.
37. **Entire Agreement.** The Agreement, along with the related credit application documents, is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
38. **Phone Calls.** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.