

UMPQUA BANK Online & Mobile Banking User Agreement

This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Umpqua Bank ("Umpqua") through Umpqua online banking ("online banking"). By using online banking, whether by accessing via computer and/or mobile device (smart phone/device, tablet) you accept all the terms and conditions of this Agreement. Please read it carefully.

Acceptance – By using online banking, you agree to be bound by this Agreement, as well as any other agreements, disclosure, rules, or notices relating to online banking and any other account or loans as may be posted on Umpqua's website or otherwise made available to you, as applicable, and as amended from time to time. If you do not agree to be so bound, you may not use online banking. We recommend that you print or store a copy of this Agreement for your records. You may also review this Agreement from time to time, and at your convenience on our website at www.umpquabank.com. If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement.

Definitions - As used in this Agreement, the words "we", "our", "us" and "Umpqua" mean Umpqua Bank. "Company", "you" and "your" refer to the accountholder authorized by Umpqua to use online banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through online banking. "Account" or "accounts" means your accounts at Umpqua. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your internal and external Umpqua accounts using online banking including bill payments. "Online banking services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Federal holidays are not included.

Access - To use online banking, you must have at least one checking account at Umpqua, access to Internet service, and an e-mail address. Your internet browser must have encryption capabilities at a minimum 128-bit level. Internet browser can be used on desktop computer and/or mobile device (Smart Phone, Tablet, iPod with App capabilities). You have the option of self-enrolling at www.umpquabank.com, calling our Customer Contact Center or at any Umpqua Bank store. Online banking can be used to access only the Umpqua accounts for which you are an authorized signer. We undertake no obligation to monitor transactions through online banking to determine that they are made on behalf of the accountholder.

Mobile Banking – As used in this Agreement "mobile banking" means a service that allows you to use a mobile device (Smart Phone, Tablet, iPod with App capabilities) to access Umpqua's online banking service. "Mobile device" means a wireless device, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled.

Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

You represent that you are the owner or authorized user of the mobile device you use to receive our mobile banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for mobile banking.

Your wireless provider and other service providers may also collect data from your mobile banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your mobile banking usage in connection with our online banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. Our mobile banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, noncommercial use only. You will not damage, impair, interfere with, or disrupt our online banking service or its functionality.

You agree that if you are using our mobile banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the mobile banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

WAIVER OF REQUIREMENT FOR TWO SIGNATURES. You recognize that any requirement to verify two signatures on checks, if such a requirement exists, does not apply to electronic or mobile phone transfers, including online bill payments, and you release Umpqua from liability

when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or mobile phone transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

Online Banking Services - You can use online banking to check the balance of your Umpqua accounts, view Umpqua account histories, transfer funds between your Umpqua accounts, give other individuals you trust and rely on online banking access to your accounts, order checks, make stop payment requests, view checks, and pay bills from your Umpqua accounts in the amounts and on the dates you request if you have enrolled in the Bill Payment Service. Balance information is real time and activity information is available as of 8:00 a.m. (Pacific Standard Time) of the previous business day.

Hours of Access - You can use online banking seven days a week, twenty-four hours a day, although some or all online banking services may not be available occasionally due to emergency or scheduled online banking maintenance. We agree to post notice of any extended periods of non-availability on the online banking website whenever possible. Online banking may also be unavailable due to internet service interruptions, equipment problems, or other disruption to service. Your access to online banking shall be determined at the sole discretion of Umpqua. Umpqua reserves the right to modify, suspend, or terminate access to online banking at any time and for any reason without notice or refund of previously incurred fees, if any. Umpqua will terminate access to online banking after 180-days of inactivity unless you have scheduled bill payments pending. You agree to observe all such changes and that Umpqua is not responsible for any interruption, loss or liability that may occur should you, your computer, or your mobile handheld device not support such changes.

Your Password - For security purposes, you are required to change your password upon your initial login to online banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to online banking will be revoked. To re-establish your authorization to use online banking, you must contact us to have your password reset or to obtain a new temporary password. **Neither Umpqua Bank nor any of its service providers will ever ask you for your password and you should never give it to anyone else.**

We recommend that you create a password that utilizes upper and lower case alpha, numbers and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You agree that the use of passwords constitute a reasonable security procedure for the verification of the

authenticity and accuracy of transactions initiated through online banking. You authorize Umpqua and our service providers to rely and act upon any transactions or inquiries initiated through online banking using passwords and agree to be responsible for any such transaction or inquiry that is processed in good faith.

Security - You understand the importance of your role in preventing misuse of your accounts through online banking and you agree to promptly examine your periodic statement for each of your Umpqua accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID, plus the Secure Access Code sent to you by text or automated call and/or security questions presented as challenges when online banking doesn't recognize your login behavior as fitting your normal pattern, are intended to provide security against unauthorized entry and access to your accounts. Data transferred via online banking is encrypted in an effort to provide transmission security and online banking utilizes identification technology to verify that the sender and receiver of online banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the online banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Umpqua's online banking, or e-mail transmitted to and from us, will not be monitored or read by others.

You agree that we are not responsible for any electronic virus that you may encounter using online banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

If you choose to create online banking access for individuals using the online banking feature named Family Banking (Company Banking for business type access), you agree to be solely responsible for the activities of those individuals according to the access entitlements you create for them. You are responsible for creating Login ID and Password that meet the online banking requirements. You are responsible for instructing these individuals on the importance of Security as described in this agreement. You are responsible for any fees or charges incurred by these individuals in their use of online banking Services.

Fees and Charges - Currently, Umpqua's personal online and mobile banking service is generally offered without charge. However, some select services available through online and mobile banking have fees associated with them (e.g. stop payments, checking supplies ordered). These are set forth in our *Other Account Services* schedule which is available within online and mobile banking, listed under the "Help" function. You agree that all such fees and

charges will be deducted from the Umpqua checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for your mobile phone and Internet service fees you incur in connection with your use of online banking. Umpqua recommends you review your contract with your mobile phone carrier and internet service before enrolling in Services.

Transfers – Transfers are subject to this Agreement and your Umpqua and Deposit Account Terms and Conditions. Umpqua reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this Agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

You will also be held responsible for any additional fees charged in accordance with our Other Services and Fees Schedule.

Internal Transfers – "Internal Transfers" are monetary transfers between your eligible accounts at Umpqua. You may make one-time or recurring transfer between eligible accounts at Umpqua. Internal transfers initiated through online banking before 10:00 p.m. (Pacific Standard Time) on a business day are posted to your account the same day. Transfers completed after 10:00 p.m. (Pacific Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online banking identifies transfers based upon the login ID of the user who made the transfer.

External Transfers (For Personal Accounts Only) - "External Transfers" are monetary transfers to and from accounts that you are an authorized signer on at Umpqua and an external Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated Umpqua Bank loans and lines of credit. When you add an external account, we will send two small credits to your external account and then withdraw the credits in the same amounts. You must demonstrate that you have access to the external account by correctly reporting the amounts of the credits.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of the business day the transfer is to be processed.

External Transfer limits are as stated; there is a maximum of 3 External Transfers per day or up to a total of \$3,000 per day and 10 External Transfers per month or up to a total \$10,000 per month which includes both incoming and outgoing.

In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in your Deposit Account Terms & Conditions will apply.

An External Transfer must be properly submitted using the Service by 4:00 p.m. Pacific Time to be processed the same Business Day and will post to the customer's account, loan or line of credit no later than two business days after the "Transfer On" date, otherwise it will be processed on the following Business Day and post no later than 3 business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Other Services and Fee Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform any transfers you have requested for a given business day, then:

- a. Umpqua reserves the right to determine posting order of items presented for payment;
- b. Electronic fund transfers initiated through online banking which would result in an overdraft of your account may, at our discretion, be cancelled;

c. In the event the electronic fund transfers initiated through online banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of Online Banking Transactions - The number of transfers from Umpqua accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Online Banking Bill Payment Service - Refer to the applicable Terms and Conditions for Bill Payment services prior to enrollment for Bill Payment. You can review the Terms and Conditions for Bill Payment at any time by clicking the appropriate link on the Setting page of online banking.

Stop-Payment Requests - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an online banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment.

You may initiate stop-payment requests online via online banking only for paper checks you have written (non-electronically) on your Umpqua accounts (not online banking bill payer paper drafts.) Online stop-payment requests are processed by 8:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in our Other Services and Fee Schedule for the applicable account. Stop-payment charges for online banking bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We also routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the

credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to online banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements - You will not receive a separate online banking statement. Transfers to and from your accounts using online banking will appear on the respective periodic paper statements for your Umpqua accounts. You can use online banking to enroll in Paperless Statements for your checking and savings accounts. This is your authorization to us to stop delivering paper statements for the accounts you designate. You will only be able to view your Paperless Statements online in online banking. Use the Settings page of online banking to enroll. You will be presented with a separate Paperless Statement Agreement that outlines details of this service.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any online banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Umpqua online banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject online banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

ERROR RESOLUTION - For **Personal Accounts** review the Error Resolution Notice in Personal Rules and Regulations that were provided to you when you initially opened your personal account. For **Business Accounts** review the Business Rules and Regulations that were provided to you when you initially opened your company account with Umpqua.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.

- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of online banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using online banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your online banking password or your mobile handheld device has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You assume full responsibility for the security and confidentiality of you passwords, mobile phone number and personal identification numbers used to access Services.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with online banking or mobile banking Services provided to you under this Agreement. We do not and cannot warrant that online banking will operate without errors, or that any or all online banking Services will be available and operational at all times.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF UMPQUA AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING.

Your Right to Terminate - You may cancel your online banking service at any time by providing us with written notice by postal mail or fax. Your access to online banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to online banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Umpqua accounts. Online banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between Umpqua and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Secure online message via online banking

Telephone - You can contact us by telephone at 1-866-486-7782

Postal Mail - You can write to us at:

UMPQUA BANK

Attn: umpqua.online

P O Box 1820

Roseburg, OR 97470

In Person - You may visit us in person at any one Umpqua store.

Visit www.umpquabank.com for a complete list of our locations.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Umpqua's online banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address. This consent to electronic notices only applies to this Agreement. If after consent, you would like a paper copy of this Agreement, please call us and we will mail one to you at no charge. You may withdraw consent by terminating your account.

Ownership - You acknowledge and agree that a third party provider or licensor to Umpqua ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking Services from Umpqua and the computer programs contained therein in machine readable object code form as well as any accompanying user

documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

1. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason.

2. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

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