

Payroll Card



Umpqua Bank is committed to providing the information you need to manage your account. An overview of key policies and pricing that apply to your account is provided below. For a comprehensive list of terms and policies please refer to the Payroll Cardholder Agreement.

Card Opening	Minimum Amount Required to Open Card	\$0
	Cost to Open Card	\$0
	Monthly Maintenance	\$5 per month after 12 consecutive months of inactivity
	Paper Statement	\$3 per month
Card Usage	Point-of-Sale Purchase	\$0
	Obtain Cash In-Store or at non-Umpqua branches	\$5 per transaction (2 free per month)
Obtain Card Information	Umpqua Bank ATM Balance Inquiry	\$0
	Non-Umpqua Bank ATM Balance Inquiry	\$2.50 per transaction
	Umpqua Automated Prepaid Card Customer Care Center	\$0
	Umpqua Prepaid Card Website	\$0
	Umpqua Prepaid Card Text/Email Alerts	\$0
ATM Usage	Umpqua Bank ATM	\$0 per transaction Withdrawal or balance inquiry
	Non-Umpqua Bank ATM	\$2.50 per transaction Withdrawal or balance inquiry. ATM-Owner fees will apply.
	International ATM	\$5.00 per transaction Withdrawal or balance inquiry. ATM-Owner fees will apply.
	International Transaction	2.00% of transaction Transactions made outside the U.S., in either foreign currency or U.S. dollars, using an Umpqua Bank card.
Loading Funds	Employer Direct Deposit	\$0
	Transfer from another Umpqua checking/savings/Everyday Cash Card	Not Available
	Cash at Umpqua Store or ATM	\$0
	Cash at any ReadyLink™ location	Not Available
	Check Deposits	Not Available
	Other Fees	Rush Card Order
Legal Processing – Garnishment, levy or court order		\$125
Bill Pay using 16-digit card number at biller location that accepts Visa debit cards for payment		\$0



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Processing Policies	Negative Balance	Your card balance may at times fall below \$0, but you will not be charged overdraft fees. No Overdraft/Credit feature available with this product.	
	Funds Availability Policy (when funds deposited to your account are available)	Cash Load at an Umpqua Store	Not Available
		Cash Load at an Umpqua ATM	Not Available
		Cash Load at a ReadyLink™ retail location	Not Available
		Direct Deposit	Same Day
		Check Deposit at a Store or ATM	Not Available
		<ul style="list-style-type: none"> A 'business day' is a non-holiday weekday. The end of a business day varies by store, ATM location or mail processing center. 	
Dispute Resolution	If you have questions or would like more information, please visit any of our stores or call us at 1-866-4UMPQUA (1-866-486-7782). Please refer to the Payroll Cardholder Agreement for complete account details.		
Transaction Limits			Personalized Card
	Limitations on frequency:		
	ATM Transactions	5 per day	
	Obtain Cash In-Store or non-Umpqua branches	5 per day	
	Card Loads/Deposits	5 per day, Direct Deposit Only	
	Account-to-Account Bill Pay Transfers/Payments	5 per day	
	Limitations on dollar amount:		
	ATM Transactions	\$500 per day	
	Obtain Cash In-Store or non-Umpqua branches	\$5,000 per day	
	PIN Point-of-Sale Purchase	\$2,500 per day	
	Signature Point-of-Sale Purchase	\$2,500 per day	
	Daily Card Loads/Deposits limited to Employer Direct Deposit Only	\$5,000 per day	
	Monthly Card Loads/Deposits limited to Employer Direct Deposit Only	\$10,000 per month	
	Account-to-Account Bill Pay Transfers/Payments	\$500 per day	
	Maximum Account Balance	\$5,000	
Prohibited Transactions	Internet or on-line gambling transaction		
Gasoline Merchants	Results in a hold of \$75 against the Available Balance for the lesser of 3 days or until the transaction settles		
Hotel or Car Rental Merchants	Results in a 30 day hold against the Available Balance on your Card or until the transaction settles		
Restaurant Merchants	Results in a hold of 20% of the purchase amount (in additional to the purchase amount) against the Available Balance on your Card or until the transaction settles		



This Payroll Cardholder Agreement ("Cardholder Agreement") governs the issuance and use of the Payroll Card as well as other related products and services identified in the Agreement.

1. **Definitions.** "Card" means a reloadable Payroll Card issued through Umpqua. There is a limited purpose, prepaid subaccount associated with the Card in which the funds loaded to the Card and Card transactions are tracked. You may only access the funds in this prepaid subaccount with the Card in accordance with the Agreement. You may not make any deposit, withdrawal, or any other transaction with the Card or the prepaid subaccount, except for the Card loads and transactions described in the Agreement. "Available Balance" means the balance on the Card after deducting (1) loads that are 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 digit personal identification 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 many of the features of the Card (e.g., ATM transactions). The words "we", "us", and "our" refer to Umpqua Bank ("Umpqua"). The words "you" and "your" refer, jointly and severally, to the individual 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 POS or ATM, 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 this Cardholder Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Card as may be posted on Umpqua's website or otherwise made available to you, as applicable, and as amended from time to time (collectively, "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. Use of the Card after the effective date of any such agreement, disclosure, rules, or notices constitutes acceptance of the same.
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. Automated Teller Machines ("ATMs") are programmed to retain Cards in certain circumstances.
4. **Use of Card.** In order to obtain the Card, you must have previously agreed with your employer to receive all or a portion of your wages, salary, or other compensation from the employer through the Card. Your employer is responsible for instructing Bank as to the amount of funds to be loaded on to the Card each pay period or as otherwise agreed. Once we receive these instructions and the corresponding transfer of funds from your employer, you may use the Card to access such funds for the type of transactions described in the Agreement.

The Card cannot be used until it is activated. If you activate the Card, you agree to sign it upon such activation. The Card is a prepaid debit card, and is not a credit or gift card. The Card does not constitute a checking or savings account and is not connected in any way to any other account you may have with us. We do not pay interest on the funds associated with the Card. The personalized Card will need to be activated by following the instructions accompanying the Card. You may use the Card:

- (a) at ATMs displaying the VISA® or PLUS® logo to make cash withdrawals;
- (b) to purchase goods or pay for services at merchants that display the VISA®, INTERLINK® or NYCE® logo (including transactions conducted over the Internet);
- (c) to obtain cash withdrawals at a financial institution that accepts VISA®;
- (d) to add funds to the Card as described in the Agreement;
- (e) to perform balance inquiries at ATMs;
- (f) to authorize others to originate recurring debits of the funds on the Card, such as debits to make utility payments.

Each time you use the Card to make a purchase or a withdrawal, 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 Payroll Card Transaction Limitations chart in this document for specific card transaction limit information.

5. **Role of Your Employer.** Your employer is responsible for transferring funds to Bank that can be accessed using your Card. These funds will be transferred by your employer to Bank according to the schedule agreed upon between your employer and Bank. Bank has no obligation to you in the event your employer delays in providing or fails to provide funds to fund the Card, or if your employer attempts to do so after your employer is no longer eligible to use the payroll card service or after you are no longer employed by employer.

Your employer may retain the right to deduct funds from the funds loaded on to the Card in order to correct a previous error or overpayment to you or for other reasons in accordance with applicable law. You hereby authorize Bank to accept instructions from your employer to add or deduct funds from the Card, and in the case of a deduction, to return those funds to your employer. If you have a dispute with your employer about the amount of your wages, salary, or other compensation, or the amount that the employer instructs us to add to or deduct from the Card, you agree not to involve Bank in that dispute and to resolve that dispute solely with your employer.

If you selected your work address on the form through which you enrolled in the Card program, you have authorized Bank to send you all Card-related communications, disclosures, and notices at your employer address for delivery by your employer to you. This selection means that Bank's delivery to your employer of all Card-related materials constitutes delivery to you. If you want to change the delivery instructions for Bank communications and notices regarding your Card, contact the Customer Care Center at (800) 650-7141.

6. **Loading the Card.** Funds may only be added to the Card by direct deposit from your Employer to the Card.

Refer to the Payroll Card Transaction Limitations chart in this document for specific card load limit information.

7. **Funds Availability.** Funds loaded through electronic transfers will be available to you on the day we receive the transfer.

Even after we have made funds available to you, and you have used the funds, you are still responsible for transfers that are reversed and for any other problems involving your load.

Loads made at our branches before 5:00 P.M. PT (cutoff times may be later on some days or at some locations) on a business day, will be considered received by us on that day. However, loads made at our branches after 5:00 P.M. PT, or on a non-business day, will be considered received by us on the next business day.

All loads are subject to proof and verification.

8. **Card Details and Restrictions.** The Card is your only means of accessing the funds on the Card. You cannot link the Card to any deposit or credit account that you may have except as provided in the Agreement, and there is no overdraft protection on the Card. You are responsible for any overdrafts. We may refuse to issue a Card to anyone for any reason. Cards may not be available in all states. The Card is not for resale and may not be transferred to another person.
9. **Personal Identification Number (PIN).** In order to protect the use of the Card, a personal identification number ("PIN") will be required to conduct a transaction with the Card at an ATM or 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.

There is a panel on the back of the Card for your signature. You agree to sign this panel on the Card as soon as you receive it to help protect the Card from 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 of the Agreement, as such schedule may be amended from time to time.

10. **FDIC Insurance.** Funds on the Card are insured by the Federal Deposit Insurance Corporation, subject to its rules and regulations and applicable limits.
11. **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.
12. **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.
13. **Transaction Limits.** The Card is subject to withdrawal and transactional limits which may change from time to time. Any such changes will 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.

14. **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 attorneys' fees and expenses. Notwithstanding the foregoing, you understand that we may deduct the amount of the negative balance from money that becomes available on the Card and/or setoff such amount against any other account that you have with us.
15. **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) at any ATM;
- (b) by calling our Customer Care Center at 1-866-4UMPQUA or
- (c) online at www.umpquabank.com, selecting the Payroll Card Sign-on

We will not mail you a periodic statement regarding the Card transactions, unless you choose to opt-in, and you agree to the paper statement fee disclosed in this document. You may, however, obtain a written Transaction History:

- (a) online at www.umpquabank.com, selecting the Payroll Card Sign-on, where you may view, print, or electronically save to your computer or device your Transaction History; or
- (b) by calling our Customer Care Center at 1-866-4UMPQUA.

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.

16. **Preauthorized Payments/Recurring Transactions.** If you have authorized a third party to initiate recurring credits or debits to the Card, you must tell them when the Card is replaced, if the Card number or "good thru" date has changed, or the Card is cancelled. If we issue a replacement Card to you, you agree that we may, but are not required to, provide information related to the replacement Card to such parties to permit them to continue to initiate transactions to your replacement Card, and you authorize us to process such recurring transactions.

If you wish to stop payment of a preauthorized electronic fund transfer from your account, you must first notify the merchant. If the merchant does not agree to stop the payment, you may visit one of our branches and submit a dispute form at least (3) three business days before the scheduled date of the transfer.

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. Umpqua may, in its sole discretion, attempt to facilitate a resolution with a merchant, but Umpqua 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 the 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. **International 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® 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 the Card. A conversion international transaction charge will be charged to the Card. 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.
19. **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.
20. **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 Umpqua provides the Card as an accommodation party only and, except as otherwise expressly provided by law or herein, Umpqua is not responsible for the manner in which the Card is used.
21. **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.
22. **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.
23. **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.
24. **Stop Payment.** Unless otherwise provided in the Agreement, you may not place a stop payment on any transactions (purchase, ATM, or other) made using the Card. You may, however, stop payment of a preauthorized electronic fund transfer from your account in accordance with Section 15 above.
25. **Unauthorized Transfers.** 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 unauthorized activity occurs, you agree to cooperate during the investigation and to complete and sign a Fraudulent Transaction Dispute Form.

If you tell us within 2 business days after you learn of the loss or theft of the Card and/or PIN, you can lose no more than \$50 if someone used the Card and/or PIN without your permission. 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 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 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 60 days or 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 may extend the time periods in writing.

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 ATM transactions or 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.

26. **Email & Text Alerts.** The alerts option allows you to request and receive messages about the Card. You may receive alerts through email or text message(s). Each alert will be effective after set up of the alert parameters using the alerts service.

You must have a Card that is open and in good standing to use the alerts option. You are responsible for selecting the criteria for which you will receive alerts. You may select such criteria by visiting www.umpquabank.com, selecting the Payroll Card Sign-on. You are responsible for promptly notifying us of a change in the criteria selected by you. We may add, withdraw, change or replace the criteria that may be selected as part of the alerts service at any time and for any reason or no reason at all without notice to you.

You agree that each alert may not be encrypted, and may include your name and information pertaining to the Card. Receipt of any alert may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; or (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts, and the alerts may be stopped or suspended by you at any time.

There is no charge for the alerts service, but message and data rates may apply. Such charges include those from your communication service provider. Message frequency depends on user preferences.

You may cancel your enrollment in the alerts service at any time by visiting www.umpquabank.com, selecting the Payroll Card Sign-on.

27. **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 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 transfer 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.

1-866-4UMPQUA
ATM Card Services, P.O. Box 19243, Spokane, WA 99219

28. **Failure to Make Transfers.** If we do not complete a transaction to or 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 the ATM where you are making a withdrawal does not have enough cash;
- (d) If you have exceeded the limits on frequency of transfers or dollar amount of transfers;

- (e) 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;
- (f) 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;
- (g) If making the transfer would cause us to violate any law, rule, or regulation;
- (h) If the Card is presumed abandoned under applicable law, or if we consider the Card to be dormant or inactive;
- (i) If a merchant, financial institution, or other party refuses to accept the Card;
- (j) If the system was not working properly and you knew about the breakdown when you started the transaction;
- (k) If, due to your employer no longer being authorized to use the payroll card service or due to you no longer being employed by employer, the Card and/or its balance is temporarily subject to reissuance and/or transfer to another card or account; or
- (l) If circumstances beyond our reasonable control prevent the transfer.

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.

29. **Our Disclosure of Information to Third Parties.** We will disclose information to third parties about the Card or the transactions you make:
- (a) Where it is necessary for completing transactions, or
 - (b) In order to verify the existence and condition of the Card account for a third party, or
 - (c) In order to comply with government agency or court orders, or
 - (d) If You give us your written permission, or
 - (e) Otherwise in accordance with our Privacy Policy.
30. **Right of 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 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, 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.
31. **Card Expiration; Renewal.** Subject to applicable law, you may use the Card only through the "good thru" date on the front of the Card. If you attempt to use the Card after the "good thru" date, the transaction may not be processed. If you are in compliance with the Agreement, you have used the Card within the 2 months prior to the "good thru" date on the front of the Card, and there is a balance remaining on the Card at such time, we will transfer the balance to a new Card and send it to you, subject to the Agreement.
32. **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 Cards, 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.
33. **Inactive, Dormant, or Abandoned Card.** 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.
- State and Federal law govern when an account is considered "abandoned." We will send notice, to your last address on file with us, not more than 120 days before your account is classified as abandoned property and/or as otherwise may be required by applicable law. The funds in your inactive account will be classified as abandoned property by state law unless, within a period of time defined by state law, you have done at least one of the following: (1) made a load or transaction; (2) corresponded in writing with us concerning your account; (3) otherwise indicated an interest in your account that is evidenced by a memorandum or other record prepared by us on file; or (4) had another account relationship with us that is active or in which you have indicated an interest to us as described in (2) and (3) above. (bank charges or interest payments are not considered activity affecting the balance in your account.) State law requires abandoned property to be turned over to the state of the last known address on the abandoned account. Once remitted, you must apply to the appropriate state agency to reclaim your funds.
34. **Levies, Garnishments and Other Legal Process.** You agree that for purposes of this section the Card account exists at any and all locations where we operate a "branch." A "branch" is at a brick-and-mortar facility (not just an automated teller machine) established by us where our deposit account customers generally may make both deposits to and withdrawals from their deposit accounts with a live teller. You understand that a creditor or governmental agency may attach the Card account by service of legal process on any branch or at any site

designated by us for acceptance of service of process on behalf of a branch. If the Card account is a joint account, we may pay all amounts in the account in satisfaction of any levy, garnishment or other legal process, even if it attaches to the interest of fewer than all the Card account holders. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If we are served with any legal process or if correspondence or notice is provided relating to an ownership dispute that tries to attach or in some way prevent you from freely using the Card funds, you give us the right to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds, you agree that we may deposit the funds with a court in the location of the branch where the legal process against the Card account was deemed served and ask the court to determine to whom the funds belong. You also agree that we may require a court Order or written instructions signed by all disputing parties directing us on how to disburse the disputed funds. You consent to the jurisdiction of such court to determine the legal right to the funds in the Card account. You agree to reimburse us for our expenses, including attorneys' fees and expenses, arising out of the service of the legal process, correspondence, or notice and our response to it.

We will not be liable to you if a garnishment, levy, attachment, hold, or similar payment from the Card account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim arising as a result of our processing a levy, garnishment, or other legal process.

35. **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.
36. **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 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.
37. **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 Umpqua 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 Umpqua unless it is expressly stated in a writing signed by Umpqua.
38. **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, 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.
39. **Governing Law.** This Agreement and your 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. Any action, suit, or proceeding relating, directly or indirectly, to the Card or this Agreement, whether sounding in contract, tort, or otherwise, will be brought exclusively in Lane County, Douglas County, or Washington County, Oregon, or federal court located in Portland, Oregon, and the parties irrevocably submit to the exclusive jurisdiction of that court for any such action, suit or proceeding, and hereby waive any right to contest such exclusive jurisdiction or change such venue on any grounds.
40. **Items that May Affect The 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. Attachments, garnishments, levies and the like shall be subject to fees assessed by us and our security interest and right of set off. You acknowledge and agree that we may collect fees associated with the processing of these orders from the Card for a period of up to six months. Fees may apply; see the fee schedule.
41. **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.
42. **DISCLAIMER.** UMPQUA MAKES 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 UMPQUA SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA.
43. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) UMPQUA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) UMPQUA 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) UMPQUA 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 UMPQUA HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF THE CARD, THE AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.

44. **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 this Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or to comply with government agency or court orders, or if you give us your written permission.
45. **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.
46. **Patriot Act.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you request a Card, your employer will provide your name, current address, Social Security number (or other government-issued identifying numbers), date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You confirm, certify, and represent that all information you provide to your employer or to us in connection with your application for and use of the Card is true and correct, and you agree to notify us in the event any of such information should change. You authorize the verification of your identity through credit bureaus or any other reasonable means.
47. **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.

