



ATM AND VISA® DEBIT CARD AGREEMENT

- 1. Definitions.** In this ATM or Visa® Debit Card Agreement (“Agreement”) the following definitions will apply: The words “you” and “your” refer to the holder of a Visa® Debit Card or ATM card (“Card”) issued through Umpqua Bank. The words “we”, “us”, and “our” refer to Umpqua Bank (“Umpqua”). “Fee” means any service charge, or other charge or fee charged to the Card by Umpqua (refer to Umpqua’s Other Account Services Disclosure, provided to you at account opening, for any fees associated with the Card). 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) or ATM, providing the card number over the phone, internet or otherwise, and/or using the Card’s Personal Identification Number (PIN), whether such usage is made by you or someone you allow to make such usage. The words “Designated Account(s)” refers to any business or personal Umpqua Bank account linked to the ATM or Debit Card governed by this agreement.
- 2. Consumer Visa® Debit or ATM card Acceptance.** By using the Card, you agree to be bound by this 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. 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. If your Designated Account(s) is/are a joint account, each accountholder may exercise any and all rights under this Agreement individually and all accountholders will be jointly and severally liable for the obligations incurred by any such exercise. Any accountholder may use the Card(s), may agree to any amendment to or termination of this Agreement, may close any Designated Account, and in the event that any such action is taken, such action will be binding upon each accountholder.
- 3. Business Visa® Debit Card Acceptance.** By using the Card, the Company, Principal Signers, Additional Cardholders, and you (whether or not you are listed as an Additional Cardholder on the Business Visa® Debit Card Application (Application)) agree to be bound by the Application and this Agreement, as well as any other agreements, disclosure, rules, or notices relating to the Card as may be posted on Umpqua’s website or otherwise made available to you or the Company, as applicable, and as amended from time to time. If you do not agree to be so bound, you must not use the Debit Card and you must cut the Debit Card in half and dispose of the pieces.
- 4. Unauthorized Transfer(s).**
Please refer to the Umpqua Bank Personal or Business Rules & Regulations General Policies & Disclosures provided to you upon account opening.
- 5. Error Resolution.** For complete Error Resolution information please refer to the Umpqua Bank Personal or Business Rules & Regulation General Policies & Disclosures provided to you upon account opening.
- 6. Activation & Use.** Your Card cannot be used until it is activated. If you activate your Card, you agree to sign it upon such activation. To keep the Card activated, you must maintain in good standing the Designated Account(s) that are linked to the Card. When activated, your Card may be used to make withdrawals from, deposits into, balance inquiries, or transfers involving the Designated Accounts, pay for purchases through merchants who have agreed to accept the Cards (which will constitute withdrawals from the Designated Account), pay bills (which will also constitute withdrawals from the Designated Account), and such other transactions as may be made available by Umpqua. Some of these services may not be available at all terminals, or with all merchants, or with all bill or other payees, or with all Card types. Transactions made on the Cards and any Fees charged to the Card Account will be deducted or credited, as applicable, from or to the Designated Account. The Designated Account will also continue to be governed by the applicable depository and/or checking account agreements to the extent such agreements are not inconsistent with this Agreement. The PIN is provided for your use and you agree to retain it in secrecy and to not permit other persons to learn your PIN. Some merchants may elect to route your transaction through a non-Visa® network. If a merchant requests your PIN, it is possible the merchant is attempting to route your transaction through a non-Visa® network.
- 7. Ownership.** The Card remains property of Umpqua. Umpqua 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. ATMs are programmed to retain Cards in certain circumstances.
- 8. Consumer Use Restrictions.** Your privileges may be withdrawn by Umpqua upon default, suspension, or termination of the Card Account or the Designated Account. Use privileges may also be limited or withdrawn by Umpqua at any time with or without cause and with or without notice. You agree that your Card will not be used for any illegal transactions. It is your responsibility to determine if your usage is legal. You may not use your 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. Card may not be used to transfer money to or from accounts over which you do not have authority or which are not the Designated Account. 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.
- 9. Business Use Restrictions.** Company has authorized issuance of the Card to you, which is to be used only by you and only for legitimate business transactions, as established by the Company. Use privileges may be withdrawn by Umpqua upon termination of your employment or affiliation with the Company, or upon default, suspension, or termination of the Designated Account. Use privileges may also be limited or withdrawn by Umpqua at any time with or without cause and with or without notice. You and the Company agree that your Cards will not be used for any transaction that is primarily for personal, family or household purposes. You and the Company agree that your Cards will not be used for any illegal transactions. It is your responsibility to determine if your usage is legal. You may not use your 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. The Card may not be used to transfer money to or from accounts over which you do not have authority or which are not the Designated Account. The Company acknowledges that Umpqua provides the Cards 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 Cards are used.
- 10. Effecting Transactions.** You or the Company authorize us to pay and withdraw from the Designated Account for all purchases, payments, transfers, and other transactions made or obtained by you or by anyone you authorize to use your Card (and you should not so authorize anyone, as that would constitute a violation of this Agreement), and to charge the Designated Account any related Fees, and to credit the Designated Account for deposits received, whether resulting from physical use of a Card, mail order, or telephone, computer or other electronic transactions made without physically presenting the Card. Subject to any mandatory provisions of applicable law, all debits and credits, relating to this Agreement or any other agreement between Umpqua and you, will be applied to or among the Designated Account as we determine.



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- 11. ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator, Umpqua or by any network used to complete a transaction, and/or you may be charged a fee for a balance inquiry (even if you do not complete any transaction). You also authorize us to pay and withdraw those fees from the Designated Account. Please refer to our separate product disclosures and Other Account Services disclosure provided to you at account opening.
- 12. Stop Payment.** Unless otherwise provided in this Agreement, you may not place a stop payment on any transactions (purchase, ATM, or other), made using the Card. Therefore you should not use the Card for transactions unless you are satisfied that you will not need to stop payment thereon. You may, however, stop payment of a preauthorized electronic fund transfer from your account by notifying us orally or in writing at least three business days before the scheduled date of the transfer. We may require you to give written confirmation of a stop-payment order within 14 days of an oral notification. An oral stop-payment order ceases to be binding after 14 days if you fail to provide the required written confirmation to the address provided by us. If you order us to stop a preauthorized payment 3 or more business days before the transfer is scheduled as provided herein, and we fail to do so, we will be liable for your losses or damages, subject to the limitations provided herein to the extent such limitations are not prohibited by law.
- 13. Card Transaction Dollar Limits.** Using your card, the following daily limits apply:

<u>Card Type</u>	<u>ATM Withdrawals</u>	<u>Point-of-Sale Transactions</u>
ATM Card	\$300*	NA*
Health Savings Account (HSA)	NA**	\$2,000**
Home Equity Card	NA**	\$5,000**
Debit Card	\$500	\$3,000
Business Debit Card	\$500	\$5,000
Platinum Debit Card	\$500	\$5,000
Private Banking Debit Card	\$500	\$5,000

* ATM Cards may only be used to withdraw cash or deposit funds at Umpqua Store ATMs only. ATM Cards may not be used at merchant locations to pay for purchases or at non-Umpqua ATMs.

**HSA and Home Equity Cards may not be used to withdraw cash at an ATM or for "cash back" on purchases.

The per-Card activity is further limited in that the number of transactions, cumulatively of all types, is limited to 20 per day. You may request modifications to these limits, which we may grant or deny in our sole discretion. We may impose additional restrictions or limitations at any time with or without cause and with or without notice. The withdrawal limit is also subject to the amount of available funds in the Designated Account.

The Health Savings Account Card, Home Equity Card, Debit Card, Business Debit Card, Platinum Debit Card and Private Banking Debit Card permit you to pay for purchases through automatic debits to the checking primary account linked to the Card at participating merchant locations.

When you use the Card at merchant locations, the purchase price is electronically withdrawn from your primary account and transferred to the merchant's account. When you make a return or correction, amounts are electronically transferred from the merchant's account to your primary account. Depending on the point-of-sale terminal capabilities, point-of-sale transactions may include cash back. A debit card authorization hold may cause an overdraft if sufficient funds are not available in the account.

- 14. Additional Limitations on Savings & Money Market Accounts.** Federal regulations limit savings accounts and money market accounts to six preauthorized withdrawals per month per account. Preauthorized withdrawals include, but are not limited to, ACH debit, checks, telephone transfer, and overdraft protection transfers. These limits do not apply to withdrawals made in person, by ATM or for a Bank loan repayment.
- 15. Card Transaction Preauthorization.** Any preauthorized amount will place a "hold" on your available funds until the merchant submits the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount
- If you use your Card at an automated fuel dispense ("pay at the pump"), the merchant may preauthorize the transaction at a larger dollar amount.
 - If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred.
- 16. Receipts & Statements.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal; however, you may not get a receipt if the transfer is \$15 or less. You will receive monthly statements for checking accounts. Monthly statements for savings accounts will be issued unless there are no transfers in a particular month. In any case, you will get statements at least quarterly.
- 17. 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®'s currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your 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. Please refer to your separate product disclosures and Other Account Services disclosure.
- 18. Default.** Your Card will be in default, and we may terminate any or all Cards if: (i) you fail to comply with this Agreement or you fail to comply with any agreement with Umpqua; (ii) a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against you; (iii) you die or become incapacitated; or (iv) we decide, in our sole judgment, to cancel the Card(s). This does not limit our right to terminate your Card or the Card Account privileges as otherwise provided in this Agreement. If we sue to collect amounts due us hereunder, you will pay our reasonable expenses, including reasonable attorneys' fees, to the extent permitted by applicable law.



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- 19. Termination.** We may terminate your privileges under this Agreement or limit or cancel your right to make Card transactions at any time (and list your Card in warning directories) with or without notice. You may terminate your privileges under this Agreement at any time (if done through a phone call, we may require that the termination be confirmed in writing). After your Card privileges have been terminated (by us or by you), you will not use your Cards, 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 this Agreement will survive termination of this Agreement as their context may naturally dictate.
- 20. Notices.** We will send statements and any other notices to you at the address showing in our files. You agree to inform us promptly of any change in address. We may, in our discretion, accept address corrections from the U.S. Postal Service. If you have a dispute with us, be advised that contacting us verbally may not preserve your rights.
- 21. Amendments.** We can amend the terms of this Agreement at any time. We will notify you of what these amendments are. Subject to the requirements of applicable law, any amendments to this 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 this Agreement.
- 22. 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.
- 23. Merchant Transactions.** We will not make cash refunds or any other refund regarding Card purchases. We also will not be liable if a merchant refuses to honor your Card. You must handle any claim or defense for a purchase directly with the merchant that accepted or refused to accept your Card. 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 merchant credit vouchers for returns or adjustments will be credited to your Designated Account when received by us. Umpqua may, in its sole discretion, attempt to facilitate a resolution with the merchant, but Umpqua will not be responsible for doing so, whether or not we make any efforts in that regard. In any event, Umpqua also reserves the right to deny authorization of any transactions.
- 24. No Waiver.** We can delay enforcing our rights 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. 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, power or option, or to insist upon compliance with any provision of this Agreement, will not constitute a waiver of that or any other right, power, option, or provision, nor a waiver of that or any other breach thereof, nor a waiver of our right at any time thereafter to require compliance with that or any other term hereof. No waiver will be effective against Umpqua unless it is expressly stated in writing and signed by Umpqua.
- 25. Our Liability for Transfer Failures.** If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your overdraft line, if any; (iii) if the ATM does not have enough cash; (iv) if the system was not working properly and you knew about the breakdown when you started the transfer; (v) if account money is uncollected, or is being held or frozen or is subject to legal process, court order, or other restrictions prohibiting the transfer; (vi) if you have exceeded the limits on frequency of transfers or dollar amount of transfers; (vii) if your Card or PIN has been reported lost or stolen, (viii) if we suspect that the Card or PIN is being used fraudulently, in an unauthorized manner, or in breach of the terms of this Agreement, (ix) if the Card has been damaged; (x) 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; (xi) if making the transfer would cause us to violate any law, rule, or regulation; (xii) if a merchant, financial institution, or other party refuses to accept the Card; or (xiii) if circumstances beyond our reasonable control prevent the transfer; and (xiv) there are other exceptions stated in this and other agreements between you and us. All of our liabilities, in this section or otherwise, are also subject to the limitations provided herein to the extent such limitations are not prohibited by law.
- 26. DISCLAIMER.** UMPQUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU OR YOUR EMPLOYER WITH RESPECT TO THIS 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.
- 27. 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 THIS 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, YOUR USE OF ANY CARD, THIS AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
- 28. Governing Law & Venue.** 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. Subject to the arbitration provision below, 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. You further agree to bring any claims against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.



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- 29. Headings; Construction.** The section headings will not 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 will be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Agreement and/or such provision will be deemed deleted, as the subject court or arbitrator(s), as applicable, will determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter will not apply.
- 30. 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.
- 31. Entire Agreement.** This Agreement, along with the agreement(s) regarding the Designated Account, is the entire agreement between the parties hereto regarding the subject matter, and supersedes any oral agreements, oral representations, or oral warranties relating thereto.

