

1. **Definitions.** The Visa® Home Equity Card (“Card”) is issued to you by Umpqua Bank in connection with your Home Equity Line of Credit (“Designated Account”) which allows periodic extensions of credit. This Card is an additional means of obtaining loan advances on your Designated Account. Your use of the Card is subject to the restrictions of this Home Equity Card Agreement (“Agreement”) as well as the terms of your Home Equity Line of Credit Agreement and Disclosure previously executed with Umpqua Bank. Except as provided below, the Home Equity Line of Credit Agreement and Disclosure remains unchanged and in full force and effect. For this Agreement, the terms “you” and “your” refer to Designated Account accountholders and the terms “we”, “us”, or “our” all refer to Umpqua Bank. “Fee” means any service charge, or other charge or fee charged to the Card or Designated Account by Umpqua Bank. Unless otherwise defined, capitalized terms shall have the meaning outlined in the Home Equity Line of Credit Agreement and Disclosure. Visa® is a registered trademark of Visa® USA, Inc. References to Card usage, include references to such usage whether through physical presentation at a Point of Sale (POS), 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.
2. **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 Bank’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 is 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. You hereby agree that:
 - You are jointly and severally liable under the terms of the Agreement for any Card transactions that are posted to the Account, whether or not a Card has been issued to all Designated Account accountholders; and
 - If more than one Card is delivered to you, or any other person as obligated in your Home Equity Line of Credit Agreement and Disclosure, then you and all such persons shall be legally bound by the terms of the Agreement, even if you do not use the Card.

This Agreement is binding unless you cancel your Cards within thirty (30) days of receiving the Card and have not activated the Card or used the Card account number. You can cancel your Card by calling 866-486-7782.
3. **Ownership.** You agree that any Card issued remains our property and shall be destroyed by you, or may be retrieved by us or our agent, upon any termination, cancellation of or suspension of credit available under your Home Equity Line of Credit Agreement and Disclosure, or termination of this Agreement. Your privileges may be withdrawn upon default, suspension, or termination of the Card or Designated Account. Use privileges may also be limited or withdrawn at any time with or without cause and with or without notice.
4. **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 that is linked to the Card. When activated, your Card may be used to pay for purchases through merchants who have agreed to accept the Card (which will constitute loan advances from the Designated Account), pay bills (which will also constitute loan advances from the Designated Account), and such other transactions as may be made available by us. Some of these services may not be available at all terminals, or with all merchants, or with all bill or other payees. Transactions made on the Card and any Fees charged to the Card will be deducted or credited, as applicable, from or to the Designated Account. Use of the Card is subject to all procedures established by us, or by a participating merchant or bank, or owner or operator of a terminal, which honors the Card.
 - You agree that if we decide to approve any transactions above your Designated Account Available Credit Limit, you will be responsible for immediate payment of the full amount of any such advances.
 - You understand that if you make reservations or purchases of any kind using the Card, your Designated Account may be immediately charged for the full amount of the reservation or purchase, regardless of whether you have received the goods or services requested at the time your Designated Account is charged.
 - Your use of the Card will be reflected on your periodic statement as a loan advance.
 - You understand that any loan advance represented by a Card transaction will be posted to your Designated Account as of the date that we received the transaction for processing, and that periodic finance charges will begin to accrue as of such date. There is no grace period during which you can repay loan advances without incurring a periodic finance charge.
5. **Use Restrictions.** In addition to any means by which you may access your Designated Account as described in the Home Equity Line of Credit Agreement and Disclosure, you may be permitted to obtain loan advances, up to your Available Credit Limit, by using the Card at any merchant or service provider that allows you to use the Card to pay for goods or services. Your privileges may be withdrawn upon default, suspension, or termination of the Card or Designated Account. Use privileges may also be limited or withdrawn 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 acknowledge that we provide the Card as an accommodation party only and, except as otherwise expressly provided by law or herein, we are not responsible for the manner in which the Card is used.
 - 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 cannot obtain loan advances by using the Card at automated teller machine (ATM) networks. We are not responsible if a merchant, another bank, or a terminal owner or operator refuses to honor the Card. Refusal may also be due to our inability or unwillingness to process the Card transaction for any reason. We will not be responsible if authorization for any transaction is

- not given, and you agree not to assert any claim against us based on any such refusal to honor the Card.
- Your Card will expire upon the earlier of the expiration date specified on the Card or expiration of the draw period for available credit as specified in your Home Equity Line of Credit Agreement and Disclosure.

We reserve the right to limit, restrict, suspend, terminate or otherwise modify your use of the Card, subject to our delivery of any notice required by applicable law. Also, we reserve the right to modify or otherwise change, add to, or remove any term or condition in this Agreement, subject to compliance with applicable law, and your continued use of the Card after notice, if any, of any such change shall confirm your consent to be bound by any such change to the terms of this Agreement. We may also cancel any Card at any time, including if the contracts with current or future providers of services used to operate the Card program expire or are terminated and if your card is lost, stolen, or otherwise subject to unauthorized use.

6. Transaction Dollar Limits. Using your Card, the following limits apply:

- Transactions, cumulatively of all types, to limited to 20 per day. You may request modifications to these limits, which we may grant or deny in our sole discretion.
- Transaction dollar limits are subject to your Designated Account Available Credit Limit.
- Point of Sale transactions are limited to \$5,000 per day and subject to your Designated Account Available Credit Limit.
- You cannot obtain loan advances by using the Card at automated teller machine (ATM) networks or for "cash back" on purchases.

7. Effecting Transactions. You authorize us to pay for all purchases, payments, transfers, and other transactions made or obtained by you or by anyone you authorize to use your Card and to charge the Designated Account any related Fees, and to credit the Designated Account for refunds received, whether resulting from physical use of a Card, mail order, telephone, computer, or other electronic transactions made without physically presenting the Card. Such payments will constitute loan advances from the Designated Account. Subject to any mandatory provisions of applicable law, all debits and credits, relating to this Agreement or any other agreement between us and you, will be applied to or among the Designated Account as we determine.

8. Stop Payment. Unless otherwise provided in this Agreement, you may not place a stop payment on any transactions 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 ATM Card Services, P.O. Box 19243, Spokane, WA 99219. 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.

9. 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.

10. Liability for Unauthorized Transactions. Tell us at once if you believe your Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your Card to access your Designated Account will not exceed zero dollars, provided you promptly notify us of the unauthorized use and you are not grossly negligent or fraudulent in handling your Card, otherwise your liability may be \$50. We may require you to provide a written statement regarding claims of unauthorized Card transactions. Call us at 866-486-7782 or write to us at ATM Card Services, P.O. Box 19243, Spokane, WA 99219 if you believe your Card has been lost or stolen or of any unauthorized transactions. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete and sign a Fraudulent Transaction Dispute Form.

- You agree not to assert against us (in our capacity as issuer of the Card) any claim or defense you may have against any persons who honors the Card, which arise out of an unresolved dispute as to property or services rented or purchased with the Card in any credit card transaction (as that term is defined in the Federal Reserve Board Regulation Z), unless all of the following conditions are met:
 - the claim is not a tort claim,
 - you have made a good faith attempt to resolve the dispute with the person who honored the Card,
 - the amount of the credit extended to obtain the property or services that resulted in the claim or defense exceeds \$50.00 and
 - the purchase or rental transaction occurred in the same state as your current designed mailing address or, if not within the same state, within one hundred miles of that address.
- We will not be liable if you engage in any prohibited activity outlined in this Agreement using the Card, and you will be responsible for the full amount of any loan advances or credit extended under your Home Equity Line of Credit Agreement and Disclosure.
- If you have a dispute with us, be advised that contacting us verbally may not preserve your rights.

11. Receipts & Statements. You can get a receipt at the time you make a transaction; however, you may not get a receipt if the transaction is \$15 or less. You will receive monthly statements for your Designated Account.

- 12. 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 of 2.0% of Card transaction amount. In addition, an International Transaction Fee of 2.0% of Card transaction amount will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S.
- 13. Default.** Your Card will be in default, and we may terminate any or all Cards if:
- You fail to comply with this Agreement or you fail to comply with any agreement with us;
 - A petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against you;
 - You die or become incapacitated; or
 - We decide, in our sole judgment, to cancel the Card(s).
- This does not limit our right to terminate your Card or Designated 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.
- 14. 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) subject to our delivery of any notice required by applicable law. We may also cancel any Card at any time, including if the contracts with current or future providers of services used to operate the Card program expire or are terminated and if your card is lost, stolen, or otherwise subject to unauthorized use. 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.
- 15. 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.
- 16. Amendments.** Subject to our delivery of any notice required by applicable law, we can amend the terms of this Agreement at any time and 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.
- 17. 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.
- 18. 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 transaction 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. We may, in our sole discretion, attempt to facilitate a resolution with the merchant, but we will not be responsible for doing so, whether or not we make any efforts in that regard. In any event, we also reserve the right to deny authorization of any transactions.
- To the fullest extent permitted by law, you agree that your transactions made by telephonic use, or internet use, of a Card will be deemed to have occurred at the merchant's sales location rather than at your mailing address or the location of the telephone used to make the phone call or the location of the computer desktop terminal, or website server, used to access the internet.
 - When you use the Card at merchant locations, the purchase price is electronically withdrawn from your Designated 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 Designated Account.
- 19. 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, our delay or failure 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 us unless it is expressly stated in writing and signed by us.
- 20. 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 if:
- Through no fault of ours, you do not have enough money in your account to make the transfer;
 - The transfer would go over the credit limit on your Designated Account; if any;
 - If the system was not working properly and you knew about the breakdown when you started the transfer;

- Designated Account money is uncollected, or is being held or frozen or is subject to legal process, court order, or other restrictions prohibiting the transfer;
- You have exceeded the limits on frequency of transfers or dollar amount of transfers;
- Your Card or PIN has been reported lost or stolen,
- We suspect that the Card or PIN is being used fraudulently, in an unauthorized manner, or in breach of the terms of this Agreement;
- The Card has been damaged;
- We do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- Making the transfer would cause us to violate any law, rule, or regulation;
- A merchant, financial institution, or other party refuses to accept the Card; or
- Circumstances beyond our reasonable control prevent the transfer; and
- 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.

21. **DISCLAIMER.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU WITH RESPECT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL OUR SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO US.
22. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND WE 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 US 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.
23. **Enforcement.** You agree this Agreement will be governed by and interpreted in accordance with applicable federal law and applicable state law as stated in the State Law Addendum, subject to any federal preemption and regardless of any conflict of law provisions. If any provision of this Agreement is invalid, the rest of the provisions shall remain valid. This Agreement has been approved and made by us in the State stated on the State Law Addendum. If there is a lawsuit relating to this Agreement, you agree to submit to the jurisdiction of the courts located in the County and State indicated on the State Law Addendum, except and only to the extent of procedural matters related to the perfection and enforcement of our rights and remedies against the Collateral if the law requires that such a suit be brought in another jurisdiction. The State Law Addendum provided with the Home Equity Line of Credit Agreement and Disclosure and incorporated herein sets forth provisions for late charges, fees, venue and specific disclosures applicable in the state where this Agreement is made.
- ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER STATE LAW. UNDER STATE LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.
24. **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.
25. **Confidentiality.** We will disclose information to third parties about your Designated Account and/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.
26. **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. This Agreement may not be modified or amended except in a writing executed by us. The provisions of this Agreement are severable and the invalidity of one or more provisions shall not be deemed to invalidate any other provision of this Agreement.