



Online Statement Agreement and Disclosure

Umpqua offers a variety of products and services to meet your banking needs. This Online Statement Agreement and Disclosure ("Agreement") contains disclosures regarding the Online Statements Service ("Service") as well as the terms and conditions applicable to your use of the Service.

Use of this Service indicates you have read and agree to the terms and conditions hereof and by clicking the "Submit" or "Continue" button after designating an account statement for "Online" delivery, you enroll in the Service and agree to be bound by this Agreement.

Doing this indicates your agreement that Umpqua may present to you, in electronic form, your monthly statement as well as terms and conditions, disclosures, notices and other communications in connection with your Umpqua accounts, according to the terms in this Agreement. To view, save or print statements you must have Adobe Acrobat Reader installed on your computer. You may click the following link to download the latest version of [Adobe Reader](#) for free.

If you do not click the "Submit" or "Continue" button after designating an account statement for "Online" delivery, you will not be enrolled in the Service and will not be bound by this Agreement.

This Agreement is in addition to any other agreements and disclosure documents governing your account(s) and Online Banking at Umpqua. This Agreement does not replace any such agreements or disclosure documents that govern your accounts at Umpqua.

Umpqua may amend this Agreement from time to time upon notice to you in writing (which notice may be by posting the change in these T&Cs on Umpqua's website) or by any other method permitted by law. If we have notified you of an amendment and you continue to use the Service after the effective date of the amendment, you will have agreed to such amendment. You shall have no right to amend this Agreement. In any event, this Agreement may not be amended orally.

This Agreement does not alter or negate any provisions of the policies and disclosures provided within the published "Rules & Regulations". If there is any conflict between this Agreement and the "Rules & Regulations", the "Rules & Regulations" shall prevail, but only to the extent of the Service provided and except as prohibited by law.

1. Definitions

Unless otherwise noted with respect to specific Services, the following terms shall have the following meanings:

- **"Customer", "You" and "your(s)"** mean, individually and collectively, as applicable, the person or business entity (and any parent company, subsidiary or affiliate of the same) and any authorized signer(s) on the Accounts(s) listed in Personal or Business Online Banking for whom Umpqua provides the Service and each person who uses the Service with your permission or with respect to whom you create circumstances that have the effect of granting them access to such Services.
- **"We," "us," "our" and "Bank"** mean Umpqua Bank ("Umpqua"), its affiliates, its and their successors and assigns.
- **"Service(s)"** means the Online Statements Service or any related service, as applicable.



- **"Disclosure(s)"** includes, but is not limited to, any account statement, authorization, agreement, disclosure, notice, initial disclosures or agreements for your account(s) or associated payment features, changes or amendments to terms or conditions of your account(s) or associated payment feature, privacy policies, privacy statements or other information related to your accounts including, but not limited to, information that we are required by law to provide in written form.

2. Description of Service

When you elect to use the Service, you agree we may provide your account statements and Disclosures electronically in Portable Document Format ("PDF") or similar format. You will be able to view online, save to your computer or print at your convenience. By enrolling in the Service, you will no longer receive your account statement in paper format by U.S. Postal Service (mail). Disclosures may be provided to you electronically by a) Online Banking message or electronic mail (email) at address on record for you, b) access to a web site that we will identify in an Online Banking message or email as information is available, or c) access to a web site that we will identify in advance, as permissible by law. Disclosures that normally accompany your mailed statement may, at Umpqua's sole discretion, be presented in electronic form and not in paper form unless you request a paper version. In those instances where you request a paper version of a statement, the paper version will be mailed to you on request at the current fee for a duplicate statement. Paper versions of disclosures will be mailed on request at no cost.

- Eligibility:** You must be enrolled in Personal or Business Online Banking to use the Service. Any online checking, savings or money market account is eligible for online statements or any other account type which displays on the Change Statement Delivery Method or Manage Delivery Preferences screen in Online Banking.
- Frequency:** Your statements will be available at the same frequency as your previously mailed statement. Statements will be generally available at all times, day or night, seven days a week, except from time to time for scheduled maintenance or unscheduled service impacting events. We will work to quickly resolve and minimize any interruptions in Service.
- Content:** Your online statement will look just like the front side of the paper statements you currently receive in the mail. You will also be able to view an image of the back side of the paper statements by clicking on the statement disclosure link under the Customer Service tab or on the Download Documents screen in Online Banking.
- Notification:** Umpqua will send an email alert as the most recent statement becomes available.
- Email Address:** In order to ensure that we are able to provide you with important notices and other information from time to time, you must update us with any change in email address. You may update your email address on the Manage Contact Information screen under Customer Service, Personal Preferences screen under Administration in Online Banking or by contacting Customer Service at 1-866-4UMPQUA (1-866-486-7782). If we receive multiple notices that an email sent to your address of record is undeliverable, we may at our sole discretion elect to un-enroll you from the Service.
- History:** You will be able to view your current statement as well as your statement history up to a 7 year maximum, or the amount of statement history in our system for your account(s). Note that you may print or save from the PDF format and store your statement history on your storage device if you need to preserve beyond what is available online.



- g. **Fees:** The Service is free of charge to Online Banking customers. If you are currently paying a fee for check images with your paper statement, this fee will continue as is when you enroll in the Service.
- h. **Line of Credit:** If you receive a combined checking and line of credit statement online, you may also receive a line of credit statement by mail. This ensures you have the appropriate MICR (Magnetic Ink Character Recognition) encoded coupon with which to make your payment.

Legal Notices

In addition to your monthly statement, notices that would normally be included in the envelope with your paper statement such as privacy policy, rules & regulations, fee schedules and dispute resolution notices may be provided electronically. However other notices such as overdraft and non sufficient funds notifications or responses to claims of electronic funds transfer (EFT) errors may continue to be sent via regular mail.

Closed and Defaulted Accounts

If you close an account, access to view the closed account online will remain available for approximately 60 days. Your final account statement will be delivered to in the manner you designated online at the time the account is closed. If an account becomes delinquent or is otherwise deemed to be in default, statements will continue to be delivered in the manner you designated online. You may request that a copy of your current or a previous statement be mailed to you. Please refer to the fee schedules for applicable fees.

Termination

After you have read and indicated your consent to receive statements and disclosures in electronic form, you have the right to withdraw your consent at any time. We may from time to time make changes to our fee structure as it relates to statements and images. If you withdraw your consent for online statements, you will be charged according to the fee structure in effect each time paper statements or images are sent to you. If you wish to withdraw your consent, you must change your settings on the Change Statement Delivery Method or Manage Delivery Preferences screen in Online Banking, contact Customer Service at 1-866-4UMPQUA (1-866-486-7782) or send an email with your request using the Contact Us screen in Online Banking. If your primary account is closed or paper statement selected for it, all accounts included on that combined statement will revert to delivery of statements and Disclosures by mail.

Payment Coupons

In the event there is a loan payment coupon attached to your Online Statement, use of that coupon will not work for submitting payments by mail. Our system is unable to process payments with these coupons which may delay the application of your payment to the correct account and possibly result in a late charge being assessed. As an alternative, payments may be made using Online Banking, by telephone transfer, via electronic payment from another financial institution, or in person at a store.

Software Requirements

To view, save or print statements you must have Adobe Acrobat Reader (Version 7.0 or later is recommended) installed on your computer. You can download the [Adobe Reader](#) software for free using this link or links provided in the Online Banking site. You agree that you will have access to computer capability with an Internet connection at your cost that will support your ability to view your statements and Disclosures and to receive email alerts. If a change in hardware or software requirements is needed to access or retain information being provided to you in electronic form, we will alert you via email of any revised hardware or software requirements for such access or retention. You will have the right to withdraw your consent and un-enroll from the Service at that time at no cost to you.



DISCLAIMER OF WARRANTIES

OTHER THAN ANY EXPRESS REPRESENTATIONS AND WARRANTIES THAT MAY BE MADE IN WRITING BY UMPQUA NOW OR IN THE FUTURE, UMPQUA DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY OF ANY NATURE WHATSOEVER, MADE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERROR, TIMELINESS, OR NON-INTERRUPTION, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE REGARDING ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES, ALL OF WHICH SERVICES AND GOODS ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS.

Limitation of Umpqua's Liability

Umpqua's liability relating, directly or indirectly, to the Service shall, except as may be further limited elsewhere in this Agreement or otherwise, be limited exclusively to actual proven compensatory damages caused directly by Umpqua's own gross negligence or willful misconduct.

Umpqua will not, under any circumstances whatsoever, under any theory of tort, breach of contract, strict liability, or any other legal theory, be liable for any incidental, indirect, or consequential losses or damages (whether for lost profits, lost revenues, lost business opportunities, loss of goodwill, or otherwise), nor any special, punitive, exemplary, or similar losses or damages, each of which is hereby excluded by agreement of the parties, whether or not such losses or damages were foreseeable and whether or not any party or any entity has been advised of the possibility of such damages or losses.

Notwithstanding the foregoing or anything else herein or otherwise: (a) Umpqua shall not be liable for, and Customer shall indemnify and hold Umpqua harmless against, any losses or damages of any nature whatsoever caused, in whole or in part, by the action or inaction of Customer, or any agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of contract or otherwise, and (b) Umpqua's cumulative liability for all losses and damages of ever nature whatsoever and howsoever arising shall not exceed the lesser of: (i) the average federal funds rate of the federal reserve accruing on the amount of money involved in the transaction for the period involved, (ii) the amount of fees received by Umpqua from Customer for the subject Services in the preceding twelve (12) months, or (iii) fifty thousand dollars (\$50,000), whichever is less.

Venue and Class Action Waiver

If there is a dispute or issue relating to your Account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the Account and that the county will be chosen by us in our sole discretion. 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.

Force Majeure

No party shall be liable for any default or delay in the performance of its obligations or otherwise under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by: (i) fire, flood, elements of nature, or acts of God; (ii) any outbreak or escalation of hostilities, war, riot, terrorist act, or civil disorders in any country; (iii) any act or omission of the other party or any government authority; or (iv) failures or fluctuations in telecommunications or other equipment. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to



recommence performance or observance as soon as practicable.

Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the rest of this Agreement, and such provision shall be deemed modified so as to make it valid, legal and enforceable in the manner as best advances the spirit of this Agreement.

Waiver

Except as otherwise provided in this Agreement, no part of this Agreement or any breach thereof may be waived unless through writing signed by the party against whom such waiver is to be enforced. No delay or failure on the part of Umpqua in exercising any rights or remedies shall operate as a waiver of such rights or remedies or of any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

Successors & Assigns

This Agreement shall be binding on the parties and on their successors and permitted assigns. Umpqua may at any time assign or delegate any or all its rights or obligations under this Agreement to any other person or entity. Customer may not assign or delegate any or all its rights or obligations under this Agreement to any other person or entity without Umpqua's written consent.

Survival

All indemnities, limitations of liability, and remedy exclusions provided in this Agreement shall survive the expiration or termination of this Agreement or of the Service. All other aspects of this Agreement shall survive the expiration or termination of this Agreement or of the Service as the context may naturally dictate.

Construction

The captions contained in this Agreement are for the convenience of the parties and shall not be construed or interpreted to limit or otherwise define the scope of this Agreement. The word "including" shall mean "including, but not limited to". The rule of construing ambiguities against the drafter shall not apply.

(Rev 05/16)